

**PERSONAL PAPERS
JUNE 3, 2024**

	ELMS #	Sponsor	Legislation Description	Type	Potential Standing Committee(s)	Assigned To
1	35514	Shook	2024 Year End Donations	Resolution	Immediate	Administration
2	35496	Norwood	Bobby Jones Clubhouse Restrictive Covenants	Ordinance	CDHS	Law
3	35502	Shook	APS Quitclaim Deeds	Ordinance	FEC	Administration
4	35511	Shook	DWM Water and Sewer Charge Adjustments	Resolution	FEC	SKW
5	35512	Shook	DWM Water and Sewer Overpayments	Resolution	FEC	SKW
6	35467	Shook	Blue Heron Nature Preserve, Inc. Lease Agreement	Ordinance	CDHS	Administration
7	35489	Bond	Moratorium Ratifying May 2024 Executive Order	Ordinance	CDHS	Administration
8	35517	Bond	25 Peachtree Street Distance Waiver	Ordinance	PSLA	External
9	35516	Westmoreland	Invest Atlanta Recovery Fund for Small Businesses Impacted by Water Service Disruption	Ordinance	CDHS/FEC	CM
10	35509	Wan	University Inn Druid Hills Create New Subarea	Ordinance	Zoning/ZRB	JE
11	35519	Boone	East Ontario Avenue, SW Traffic Study	Resolution	Transportation	MO
12	35510	Boone	Water and Sewer Rate Fixed Schedule	Ordinance	City Utilities	Administration
13	35501	Boone	Adopt New Class and Compensation Plan	Ordinance	FEC	Administration
14	35491	Winston	Amending 24-O-1076 for Improvements at Pedal Park & Benteen Park	Ordinance	FEC	Administration
15	35499	Winston	EPA Community Change Grant	Resolution	CUC/CDHS	Administration
16	35451	Winston	2025 Proposed Assessed Clean Energy Assessment	Ordinance	FEC	Administration
17	35498	Winston	PATH Foundation Partnership Agreement for EPA Grant	Resolution	CDHS	Administration
18	35513	Amos	Westmoor Drive, NW - No Parking	Ordinance	Transportation	MO
19	35485	Shook	Council Chamber/Committee Room/Channel 26 Capital Costs Budget Amendment	Ordinance	FEC	Administration

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35514

A RESOLUTION BY *Hand Shook*
COUNCILMEMBER HOWARD SHOOK

A RESOLUTION AUTHORIZING THE CITY OF ATLANTA TO DONATE AN AMOUNT NOT TO EXCEED TWO MILLION ONE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,185,000.00) TO THE ENTITIES LISTED IN EXHIBIT "A", PURSUANT TO SECTION 6-306 OF THE CITY OF ATLANTA CHARTER; TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE DONATION AGREEMENTS FOR THOSE DONATIONS THAT EXCEED ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00); TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE THE DONATION PAYMENTS FROM THE ACCOUNT LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 6-306 of the City of Atlanta Charter, the Atlanta City Council may authorize the donation of funds to a non-profit organization for charitable purposes, and

WHEREAS, it is the desire of the City of Atlanta ("City") to donate to those organizations the amounts listed in Exhibit "A"; and

WHEREAS, the PATH Foundation Inc. is a 501(c)(3) non-profit organization whose mission is to design, construct, and maintain trails on behalf of public agencies, and a donation is proposed in the amount not to exceed Four Hundred Thousand and Dollars and Zero Cents (\$400,000.00) to support said mission; and

WHEREAS, The Atlanta Preservation Center, Inc. is a 501(c)(3) non-profit organization whose mission is to is to promote the preservation of Atlanta's architecturally, historically and culturally significant buildings, neighborhoods and landscapes through education and advocacy and a donation is proposed in the amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) to assist with preservation efforts and enhancements at South-View Cemetery; and

WHEREAS, Houseproud Atlanta, Inc. is a 501(c)(3) non-profit organization whose mission is to work with local community groups to identify the seniors, veterans and disabled people who can benefit most by repairs designed to make their homes livable, so they can remain in them longer, and a donation is proposed in the amount not to exceed One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) to support said mission; and

WHEREAS, the Atlanta Police Foundation, Inc. is a 501(c)(3) non-profit organization whose mission includes undertaking initiatives such as community programs designed to provide resources to underserved neighborhoods, as well as training resources for the Atlanta Police Department sworn personnel, and a donation is proposed in the amount not to exceed Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) to support said initiatives; and

WHEREAS, Atlanta Victim Assistance, Inc. ("AVA") is a 501(c)(3) nonprofit service agency that advocates for the fundamental rights of victims of crime with compassion, dignity, and respect and a donation is proposed in the amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to support said programs; and

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WHEREAS, Communities in Schools of Atlanta, Inc. is an award-winning dropout prevention organization established in Atlanta is a 501(c)(3) non-profit organization whose mission is to surround students with a community of support, empowering them to stay in school and achieve in life, and a donation is proposed in the amount not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to support said mission; and

WHEREAS, Big Brothers/Big Sisters of Metro Atlanta, Inc. is a 501(c)(3) non-profit organization whose mission includes helping children realize their potential and build futures through work with volunteers, parents and families to create one-to-one and small group mentoring relationships that defend, inspire and empower the potential that lives within every kid, and a donation is proposed in the amount not to exceed One Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) to support said mission; and

WHEREAS, Goodr Foundation Inc. is a 501(c)(3) non-profit organization whose mission includes providing healthy meals to youth, families, and seniors, and a donation is proposed in the amount not to exceed One Hundred and Sixty Thousand Dollars and Zero Cents (\$160,000.00) to support said mission; and

WHEREAS, the Martin Luther King, Jr. Center for Nonviolent Social Change, Inc. is a 501(c)(3) non-profit organization whose mission is to empower people to create a just, humane, equitable and peaceful world by applying Dr. King's nonviolent philosophy and methodology, and a donation is proposed in the amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to support said mission; and

WHEREAS, the Joseph and Evelyn Lowery Institute for Justice & Human Rights, Inc. is a 501(c)(3) non-profit organization whose mission includes the education and empowerment of youth on non-violent strategies, conflict resolution, community activism, academic/financial planning skills, leadership, and advocacy to maintain cohesive networks in schools and local communities, and a donation is proposed in the amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to support said purposes; and

WHEREAS, the Atlanta City Council desires to authorize the Mayor, or his designee to execute donation agreements for donations that exceed One Hundred Thousand Dollars and Zero Cents (\$100,000); and

WHEREAS, the Atlanta City Council desires to authorize the Chief Financial Officer to make the donation payments to the entities in the amounts listed in Exhibit "A", from the accounts listed herein, in a total amount not to exceed Two Million One Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$2,185,000.00).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that pursuant to Section 6-306 of the City of Atlanta Charter, the Chief Financial Officer is authorized to make the donations to the entities in the amounts listed in Exhibit "A", in a total amount not to exceed Two Million One Hundred and Eighty-Five Thousand Dollars and Zero Cents (\$2,185,000.00).

BE IT FURTHER RESOLVED, the Chief Financial Officer is authorized to charge to and pay the donations authorized hereby from the following accounts: 1001 (General Fund) 200101; (NDP Reservation of Fund Appropriations); 5212001 (Consulting/Professional Services); 1512000 (Accounting).

BE IT FURTHER RESOLVED, that the Mayor, or his designee is authorized to execute donation agreements for all donations listed in Exhibit "A" that exceed One Hundred Thousand Dollars and Zero Cents (\$100,000).

BE IT FINALLY RESOLVED, that any donation agreements shall not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney or her designee as to form, executed by the Mayor, or his designee, and delivered to the relevant entities listed in Exhibit "A".

EXHIBIT "A"

Entity	Amount
PATH Foundation Inc.	\$400,000.00
The Atlanta Preservation Center, Inc.	\$ 50,000.00
Houseproud Atlanta, Inc.	\$150,000.00
Atlanta Police Foundation, Inc.	\$250,000.00
Atlanta Victim Assistance, Inc.	\$300,000.00
Communities in Schools of Atlanta, Inc.	\$500,000.00
Big Brothers/Big Sisters of Metro Atlanta, Inc.	\$175,000.00
Goodr Foundation Inc.	\$160,000.00
Martin Luther King, Jr. Center for Nonviolent Social Change, Inc.	\$100,000.00
Joseph and Evelyn Lowery Institute for Justice & Human Rights, Inc.	\$100,000.00
TOTAL	\$2,185,000.00

35496

**AN ORDINANCE BY
COUNCILMEMBER MARY NORWOOD**

AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA (“CITY”), TO ENTER INTO AN AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVEVENANT AND RESERVATION OF EASEMENTS WITH THE GEORGIA BUILDING AUTHORITY, A PUBLIC CORPORATION AND AN INSTRUMENTALITY OF THE STATE OF GEORGIA, WITH RESPECT TO CERTAIN PROPERTY LOCATED IN LAND LOT 145 OF THE 17TH DISTRICT GEORGIA TAX PARCEL ID 17-0145-LL-001-9 AND IN LAND LOT 145 OF THE 17TH DISTRICT GEORGIA TAX PARCEL ID 17-0145-0002-064-4 (COLLECTIVELY, THE “PROPERTIES), TO REVISE AND EXPAND THE PERMITTED USES ON THE PROPERTIES; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to that certain Quitclaim Deed Subject to Real Covenant and Reservation of Easements dated November 1, 2016, and recorded in Deed Book 56804, Page 276 of the Fulton County Records, as affected by that certain Corrective Quitclaim Deed Subject to Real Covenant and Reservation of Easements dated October 1, 2017, and recorded in Deed Book 58074, Page 667 of the Fulton County Records (collectively, the “**2017 Deed**”), the City conveyed to Georgia Building Authority, a public corporation and instrumentality of the State of Georgia (“GBA”) certain real property located in Fulton County, Georgia and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Properties**”); and

WHEREAS, the 2017 Deed encumbered the Properties with a use restriction that requires that the Properties be used for “park purposes, which may include a public golf course, driving range, clubhouse, tennis facilities, and other ancillary recreational uses such as food and beverages, golf hall of fame and related golf offices” (“**Use Restriction**”), which Use Restriction was specifically reserved for the benefit of the City and its successors and assigns; and

WHEREAS, the City and GBA desire to modify the Use Restriction to specifically allow concert, recital and/or performance hall uses, outdoor greenspace musical and/or artistic performances, and other ancillary performing arts uses, such as education, food and beverage, video production and performing arts related offices and parking, including the construction of the same on the Properties.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1: The Mayor, or his designee, on behalf of the City of Atlanta, is hereby authorized pursuant to O.C.G.A. § 36-37-6(h) to enter into and execute any agreements, deeds, or other instruments necessary to convey the Properties to the State, which shall include, but not be limited to, the following: (a) a deed conveying the Properties to the State with: (i) a use restriction of the Properties for park purposes, which may include a public golf course, driving range, clubhouse, and tennis facilities, and other ancillary recreational uses such as food and beverage, golf hall of fame and golf related offices, or concert, recital and/or performance hall uses, outdoor greenspace musical and/or artistic performances, and other ancillary performing arts uses, such as education,

food and beverage, video production and performing arts related offices and parking, including the construction of the same; (ii) reservation(s) of easement(s) by the City for utilities and other public infrastructure and improvements including but not limited to streets, sidewalks and multi-use trails on the Properties, including temporary construction easements for such sidewalks and multi-use trails to provide that construction.

SECTION 2: The City Attorney is hereby authorized and directed to prepare an Amended and Restated Quitclaim Deed Subject to Real Coveenant and Reservation of Easements in substantial form as attached hereto as **Exhibit B** and incorporated herein by reference, and all appropriate documentation for execution by the Mayor, or his designee, in order to effectuate the actions contemplated by this Ordinance.

SECTION 3: All other ordinances and parts of ordinances in conflict with this Ordinance are hereby waived for the purposes of this ordinance only, and only to the extent of the conflict.

SECTION 4: The Amended and Restated Quitclaim Deed Subject to Real Coveenant and Reservation of Easements shall not become binding upon the City, and the City shall incur no obligation or liability until same had been signed by the Mayor, approved as to form by the City Attorney, attested by the Municipal Clerk, and delivered to the Georgia Building Authority.

EXHIBIT A**PROPERTIES LEGAL DESCRIPTION****Legal Description**

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Beginning at an iron pin placed (1/2" rebar) located at the most southerly margin of the mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, f/k/a Hemphill Avenue) and the southerly right-of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and proceed North 49°18'33" East along said mitered intersection for a distance of 29.76 feet to an iron pin placed (1/2" rebar) on the southerly right-of-way line of Woodward Way (50' r/w); thence in a easterly, southeasterly and easterly direction along the southerly and southwesterly right-of-way line of Woodward Way (50' r/w) the following courses and distances:

- 1) South 85°11'53" East, 763.07 feet to a point;
- 2) thence 96.14 feet along the arc of a curve to the Right, said curve having a radius of 487.16 feet and being subtended by a chord of South 79°32'39" East, 95.99 feet to a point;
- 3) thence South 73°53'25" East, 15.74 feet to a point;
- 4) thence 47.07 feet along the arc of a curve to the Right, said curve having a radius of 335.51 feet and being subtended by a chord of South 69°52'15" East, 47.04 feet to a point;
- 5) thence 106.87 feet along the arc of a curve to the Right, said curve having a radius of 964.65 feet and being subtended by a chord of South 62°40'40" East, 106.82 feet to a point;
- 6) thence 42.16 feet along the arc of a curve to the Right, said curve having a radius of 677.66 feet and being subtended by a chord of South 57°43'17" East, 42.16 feet to a point;
- 7) thence South 55°56'20" East, 19.52 feet to a point;
- 8) thence 147.90 feet along the arc of a curve to the Right, said curve having a radius of 741.40 feet and being subtended by a chord of South 50°13'27" East, 147.65 feet to a point;
- 9) thence South 44°30'34" East, 53.55 feet to a point;
- 10) thence 51.60 feet along the arc of a curve to the Right, said curve having a radius of 527.78 feet and being subtended by a chord of South 41°42'31" East, 51.58 feet to a point;
- 11) thence 214.53 feet along the arc of a curve to the Right, said curve having a radius of 985.51 feet and being subtended by a chord of South 32°40'17" East, 214.11 feet to a point;
- 12) thence South 26°26'06" East, 327.39 feet to a point;
- 13) thence 353.96 feet along the arc of a curve to the Left, said curve having a radius of 835.39 feet and being subtended by a chord of South 38°34'24" East, 351.32 feet to a point where said right-of-way line transitions into a 60 foot right-of-way to a point;

14) thence 220.11 feet along the arc of a curve to the Left, said curve having a radius of 323.64 feet and being subtended by a chord of South 70°11'42" East, 215.89 feet to a point;

15) thence South 89°40'42" East, 315.27 feet to a point on the curved intersection formed by the southerly right-of-way line of Woodward Way (60' r/w) with the westerly right-of-way line of Haven Ridge Drive (50' r/w);

thence departing said right-of-way line of Woodward Way (60' r/w) and proceed 62.45 feet along the arc of a curve to the Right, said curve having a radius of 39.76 feet and being subtended by a chord of South 44°40'55" East, 56.23 feet to a point on the westerly right-of-way line of Haven Ridge Drive (50' r/w); thence South 00°18'52" West along the westerly right-of-way line of Haven Ridge Drive (50' r/w), 380.24 feet to an iron pin placed (1/2" rebar) at the westerly terminus of Haven Ridge Drive (50' r/w); thence departing said westerly right-of-way line of Haven Ridge Drive and proceed South 74°10'51" East along said terminus, 52.09 feet to an iron pin found (1/2" rebar) on the easterly terminus of Haven Ridge Drive (50' r/w); thence departing said terminus and proceed South 89°08'21" East, 211.70 feet to an iron pin found (1/2" rebar); thence South 89°30'01" East, 192.06 feet to an iron pin placed (1/2" re-bar) on the terminus of Dellwood Drive (50' r/w); thence along the terminus of Dellwood Drive (50' r/w) the following courses and distances:

- 1) South 01°47'43" East, 20.32 feet to an iron pin placed (1/2" re-bar);
- 2) thence South 87°01'06" East, 94.91 feet to an iron pin placed (1/2" re-bar);
- 3) thence North 16°20'08" West, 51.82 feet to an iron pin placed (1/2" re-bar);

thence departing said terminus and proceed South 89°33'53" East, 139.56 feet to an iron pin found (3/8" rebar); thence South 00°27'12" West, 119.97 feet, more or less, to a point in the centerline of Peachtree Creek; thence North 88°45'00" East along the centerline of Peachtree Creek, 48.30 feet, more or less, to a point on the easterly line of Land Lot 145 (said line being common to Land Lots 111 & 145); thence departing said centerline of Peachtree Creek and proceed along the easterly line of Land Lot 145 the following courses and distances: 1) South 00°27'12" West, 30.67 feet, more or less, to an iron pin placed (1/2" rebar); 2) thence South 00°27'12" West, 1045.46 feet to a point; thence departing said easterly line of Land Lot 145 and proceed 33.15 feet along the arc of a curve to the Right, said curve having a radius of 69.83 feet and being subtended by a chord of South 49°38'10" West, 32.84 feet to a point on the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146); thence in a westerly direction along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) the following courses and distances:

- 1) North 89°08'44" West, 773.10 feet to an iron pin found (1-1/2" open top pipe);
- 2) thence South 89°23'18" West, 751.20 feet to an iron pin found (1/2" rebar w/cap);
- 3) thence North 88°06'14" West, 115.01 feet to an iron pin found (1/2" rebar w/cap);
- 4) thence North 87°43'56" West, 75.46 feet to an iron pin found (1/2" rebar);
- 5) thence North 88°21'28" West, 75.75 feet to an iron pin found (1/2" rebar);
- 6) thence North 88°14'47" West, 49.67 feet to an iron pin found (1/2" open top pipe);
- 7) thence North 87°48'03" West, 50.15 feet to an iron pin found (1/2" rebar);
- 8) thence South 89°49'29" West, 49.98 feet to an iron pin found (1/2" rebar);
- 9) thence North 88°46'38" West, 49.82 feet to an iron pin found (1/2" rebar);
- 10) thence North 87°50'01" West, 8.19 feet to an iron pin found (1" crimped top pipe);
- 11) thence North 88°54'36" West, 67.24 feet to an iron pin found (1-1/2" crimped top pipe);
- 12) thence North 88°52'16" West, 174.22 feet to an iron pin found (1/2" rebar);
- 13) thence North 89°34'34" West, 60.03 feet to an iron pin found (1/2" open top pipe);

- 14) thence North 89°30'26" West, 190.36 feet to an iron pin found (1" open top pipe);
- 15) thence North 87°54'33" West, 63.10 feet to an iron pin found (1" crimped top pipe);
- 16) thence South 89°44'49" West, 133.64 feet to an iron pin found (1-1/2" crimped top pipe);
- 17) thence North 85°03'49" West, 49.47 feet to an iron pin found (1/2" rebar @ base of tree);
- 18) thence North 88°58'20" West, 50.45 feet to an iron pin found (1/2" rebar);
- 19) thence North 89°09'02" West, 162.21 feet to an iron pin found (1-1/2" crimped top pipe);
- 20) thence North 89°14'42" West, 71.48 feet to an iron pin placed (1/2" rebar) on the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w);

thence along the easterly right-of-way line of Northside Drive the following courses and distances:

- 1) North 00°22'04" East, 24.27 feet to an iron pin placed (1/2" rebar);
- 2) thence South 89°05'05" East, 27.23 feet to an iron pin placed (1/2" rebar);
- 3) thence North 00°54'55" East, 21.00 feet to an iron pin placed (1/2" rebar);
- 4) thence North 89°05'05" West, 35.19 feet to an iron pin placed (1/2" rebar);
- 5) thence North 00°58'57" East, 162.00 feet to an iron pin placed (1/2" rebar);
- 6) thence North 89°05'05" West, 10.12 feet to an iron pin placed (1/2" rebar);
- 7) thence North 00°56'12" East, 2549.84 feet to an iron pin placed (1/2" rebar) and the Point of Beginning.

Said tract or parcel containing 143.00234 acres more or less, or 6,229,182 square feet more or less (which area is calculated to the centerline of Peachtree Creek with respect to that portion of the above-said property bounded by the centerline of Peachtree Creek as referenced above), as shown on that certain Boundary Survey for The City of Atlanta, Georgia and The Georgia Building Authority prepared by Watts & Browning Engineers, Inc., Job No. 151024, bearing the stamp and seal of VT Hammond, Georgia Registered Land Surveyor No. 2554, dated November 19, 2015, last revised October 20, 2016.

35496

EXHIBIT B

**AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL
COVEVENANT AND RESERVATION OF EASEMENTS**

CROSS REFERENCE:

Deed Book 56804, Page 276

Deed Book 56970, Page 19

Deed Book 56970, Page 64

Plat Book 401, Page 38

Deed Book 58074, page 667

Space above this line for recording information

Tax Parcel ID: 17-0145-LL-001-9

Tax Parcel ID: 17-0145-0002-064-4

After recording return to:

City of Atlanta

Department of Enterprise Asset Management

185 Ted Turner Drive, SW, Suite 3100

Atlanta, Georgia 30303

Attn: Director of Real Estate Portfolio

**STATE OF GEORGIA
COUNTY OF FULTON**

****THIS AMENDED AND RESTATED QUITCLAIM DEED IS BEING FILED TO REVISE AND EXPAND THE PERMITTED USES SET FORTH IN THE FOURTH (4TH) PARAGRAPH HEREOF****

**AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS**

THIS AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT AND RESERVATION OF EASEMENTS ("Deed"), made and entered into this ____ day of May, 2024, by and between: **THE CITY OF ATLANTA, GEORGIA**, a municipal corporation duly organized and existing under the laws of the State of Georgia, as party of the first part (hereinafter referred to as "**Grantor**"), with an address of 55 Trinity Avenue, SW, Atlanta, Georgia 30303, and **GEORGIA BUILDING AUTHORITY**, a public corporation and an instrumentality of the State of Georgia, as party of the second part (hereinafter referred to as "**Grantee**") (the words "Grantor" and "Grantee" include their respective successors and assigns)

RECITALS:

A. By that certain Quitclaim Deed Subject to Real Covenant and Reservation of Easements dated November 1, 2016, and recorded in Deed Book 56804, Page 276 of the Fulton County Records, as affected by that certain Corrective Quitclaim Deed Subject to Real Covenant and

Reservation of Easements dated October 1, 2017, and recorded in Deed Book 58074, Page 667 of the Fulton County Records (collectively, the “**2017 Deed**”), the City conveyed to GBA certain real property located in Fulton County, Georgia and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”).

B. The 2017 Deed encumbered the Property with a use restriction that requires that the Property be used for “park purposes, which may include a public golf course, driving range, clubhouse, tennis facilities, and other ancillary recreational uses such as food and beverages, golf hall of fame and related golf offices” (the “**Use Restriction**”), which Use Restriction was specifically reserved for the benefit of the City and its successors and assigns.

C. GBA is the current owner of fee simple title to the Property.

D. The City and GBA desire to modify the Use Restriction to specifically allow concert, recital and/or performance hall uses, outdoor greenspace musical and/or artistic performances, and other ancillary performing arts uses, such as education, food and beverage, video production and performing arts related offices and parking, including the construction of the same, as set forth herein.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM to Grantee, subject to the restrictive covenant and reservation of easements hereinafter set forth, the following described real property (the "Property"):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 145, 17th District, Fulton County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein.

This conveyance is authorized by Atlanta City Council Ordinance No. _____ adopted by the Atlanta City Council on _____ - ____, 2024, and approved by City Charter/signature of the Mayor on _____, 2024 .

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging in fee simple and subject to the rights of any and all tenants and/or occupants in possession of the premises, and all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the Property.

TO HAVE AND TO HOLD the Property and improvements located thereon to Grantee, so that neither Grantor, nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the Property, or any rights thereof, EXCEPT as expressly provided below.

NOTWITHSTANDING THE FOREGOING, GRANTOR, FOR THE BENEFIT OF GRANTOR AND ITS SUCCESSORS AND ASSIGNS, SPECIFICALLY (a) conveys, and Grantee accepts, title to the Property subject to the following use restriction, which is a real covenant running with the title to the Property: the Property shall be used for park purposes, which may include a public golf course, driving range, clubhouse, and tennis facilities, and other ancillary recreational uses such as food and beverage, golf hall of fame and golf related offices, or concert, recital and/or performance hall uses, outdoor greenspace musical and/or artistic performances, and other ancillary performing arts uses, such as education, food and beverage, video production and performing arts related offices and parking, including the construction of the same; and (b) reserves from the conveyance hereby the following:

- (i) a perpetual, non-exclusive easement ("Utilities Easement") in, on, over, under, through and across the portions of the Property described on **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively, the "Utilities Easement Area") for the purpose of operating, maintaining, repairing, replacing, expanding, installing and constructing the storm- water drainage areas and related facilities, water lines and related facilities, the storm water sewer lines and related facilities and the sanitary sewer lines and related facilities (collectively, the "Utilities") within the Utilities Easement Area, subject to the terms and conditions contained in **Exhibit "C"** attached hereto and incorporated herein by this reference;
- (ii) all rights, title and interests of Grantor in and to the Utilities located within the Utilities Easement Area;
- (iii) a perpetual, non-exclusive easement (the "**Pathway Easement**") in, on, over, through and across the portions of the Property described "Pathway Easement Area" on **Exhibit "D"** attached hereto and incorporated herein by this reference (collectively, the "**Pathway Easement Area**") for the purpose of improving, operating, maintaining, repairing, replacing, expanding, installing, constructing, using and enjoying sidewalks, paths and multi-use trails, a pedestrian and bicycle bridge across Peachtree Creek within the Pathway Easement Area, and related facilities and improvements (such as paving, lighting and canopies) within the Pathway Easement Area and the use and enjoyment thereof for vehicular, bicycle and pedestrian ingress and egress; provided, however, that Grantee acknowledges and agrees that if Grantor reasonably determines that the proposed bridge crossing Peachtree Creek should be relocated from within the Pathway Easement Area to a location outside of the Pathway Easement Area in order to accommodate geotechnical, hydrological, permitting or functional requirements and/or for safety reasons, Grantee will agree to a modification of the Pathway Easement Area to include such relocation, subject to Grantee's and Grantee's lessee's approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed; and provided, further, that upon the expiration or earlier termination of that certain Ground Lease of Bobby Jones Clubhouse Property, dated of even date herewith and recorded on or about the date of the recording of this deed, between Grantee, as "Lessor," and Grantor, as "Lessee," in the records of the Clerk of the Superior Court of Fulton County, Georgia. Grantee may require, by written notice to Grantor (addressed to the City Attorney for the City of Atlanta) that Grantor relocate the pathway improvements in the portion of the

Pathway Easement Area located to the north of Peachtree Creek and to the west of the public right-of way of Havenridge Drive, as such public right-of-way exists on the date hereof, and upon such relocation (which would be completed by Grantor at Grantor's expense), the Pathway Easement Area shall be revised to include such relocated pathway easement area and exclude the portion of the Pathway Easement Area that has been relocated. If Grantor does not relocate the pathway improvements in such portion of the Pathway Easement Area as required by Grantee within one hundred twenty (120) days after such written notice from Grantee (subject to extension for force majeure), then the Pathway Easement with respect to the portion of the Pathway Easement Area which Grantee required to have relocated but which was not relocated by such deadline shall terminate and be of no further force or effect, but the Pathway Easement with respect to all other portions of the Pathway Easement Area shall remain in effect.

- (iv) a perpetual, non-exclusive easement (the "**Roadway Maintenance Easement**") in, on, over, through and across the portions of the Property described as the "Roadway Maintenance Easement Area" on Exhibit "E" attached hereto and incorporated herein by this reference (collectively, the "**Roadway Maintenance Easement Area**") for the purpose of improving, operating, maintaining, repairing, replacing, expanding, installing, constructing, using and enjoying sidewalks, curbs, gutters, traffic signals, signage, public infrastructure and related facilities;
- (v) a perpetual, non-exclusive easement (the "**Storm Water Drainage Easement**") in, on, over, through and across the Property for the purpose of receiving storm water run-off from the Pathway Easement Area and the Roadway Maintenance Easement Area; and
- (vi) a perpetual, non-exclusive easement (the "**Access Easement**") in, on, over, through and across the Property to the extent required to access the Utilities Easement Area, the Pathway Easement Area and the Roadway Maintenance Easement Area in connection with the exercise of the foregoing easement rights.

By accepting this Deed, as evidenced by its signature below, Grantee expressly acknowledges and agrees, for itself and its successors and assigns, that the terms and conditions of the above paragraph and those contained on said Exhibit "C" run with and burden title to the Property and shall apply to and bind title to the Property and all owners of all the Property and all owners of any portion thereof.

By accepting this Amended and Restated Deed And Express Reservation of Real Covenant and Easements, Grantee further acknowledges and agrees that no representations or warranties with respect to title to the Property, the condition of the Property or the suitability of the Property for Grantee's intended use have been made or are made by Grantor.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first written above.

Signed, sealed and delivered

THE CITY OF ATLANTA, GEORGIA, a municipal

in the presence of:

corporation duly organized and existing under the laws of the State of Georgia

Witness

By: _____
ANDRE DICKENS
Mayor

Notary Public
(NOTARIAL SEAL)

By: _____ (SEAL)
Corrine Lindo
Municipal Clerk

MY COMMISSION EXPIRES:

(NOTARY SEAL)

APPROVED AS TO FORM:

Michael H. Ward
Deputy Division Chief, Real Estate
City of Atlanta Department of Law

**GEORGIA BUILDING AUTHORITY, a
public corporation and an instrumentality of
the State of Georgia**

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

[NOTARIAL SEAL]

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

TO
AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS

Legal Description

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Beginning at an iron pin placed (1/2" rebar) located at the most southerly margin of the mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, f/k/a Hemphill Avenue) and the southerly right-of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and proceed North 49°18'33" East along said mitered intersection for a distance of 29.76 feet to an iron pin placed (1/2" rebar) on the southerly right-of-way line of Woodward Way (50' r/w); thence in a easterly, southeasterly and easterly direction along the southerly and southwesterly right-of-way line of Woodward Way (50' r/w) the following courses and distances:

- 1) South 85°11'53" East, 763.07 feet to a point;
- 2) thence 96.14 feet along the arc of a curve to the Right, said curve having a radius of 487.16 feet and being subtended by a chord of South 79°32'39" East, 95.99 feet to a point;
- 3) thence South 73°53'25" East, 15.74 feet to a point;
- 4) thence 47.07 feet along the arc of a curve to the Right, said curve having a radius of 335.51 feet and being subtended by a chord of South 69°52'15" East, 47.04 feet to a point;
- 5) thence 106.87 feet along the arc of a curve to the Right, said curve having a radius of 964.65 feet and being subtended by a chord of South 62°40'40" East, 106.82 feet to a point;
- 6) thence 42.16 feet along the arc of a curve to the Right, said curve having a radius of 677.66 feet and being subtended by a chord of South 57°43'17" East, 42.16 feet to a point;
- 7) thence South 55°56'20" East, 19.52 feet to a point;
- 8) thence 147.90 feet along the arc of a curve to the Right, said curve having a radius of 741.40 feet and being subtended by a chord of South 50°13'27" East, 147.65 feet to a point;
- 9) thence South 44°30'34" East, 53.55 feet to a point;
- 10) thence 51.60 feet along the arc of a curve to the Right, said curve having a radius of 527.78 feet and being subtended by a chord of South 41°42'31" East, 51.58 feet to a point;
- 11) thence 214.53 feet along the arc of a curve to the Right, said curve having a radius of 985.51 feet and being subtended by a chord of South 32°40'17" East, 214.11 feet to a point;
- 12) thence South 26°26'06" East, 327.39 feet to a point;
- 13) thence 353.96 feet along the arc of a curve to the Left, said curve having a radius of 835.39 feet and being subtended by a chord of South 38°34'24" East, 351.32 feet to a point where said right-of-way line transitions into a 60 foot right-of-way to a point;

14) thence 220.11 feet along the arc of a curve to the Left, said curve having a radius of 323.64 feet and being subtended by a chord of South 70°11'42" East, 215.89 feet to a point;

15) thence South 89°40'42" East, 315.27 feet to a point on the curved intersection formed by the southerly right-of-way line of Woodward Way (60' r/w) with the westerly right-of-way line of Haven Ridge Drive (50' r/w);

thence departing said right-of-way line of Woodward Way (60' r/w) and proceed 62.45 feet along the arc of a curve to the Right, said curve having a radius of 39.76 feet and being subtended by a chord of South 44°40'55" East, 56.23 feet to a point on the westerly right-of-way line of Haven Ridge Drive (50' r/w); thence South 00°18'52" West along the westerly right-of-way line of Haven Ridge Drive (50' r/w), 380.24 feet to an iron pin placed (1/2" rebar) at the westerly terminus of Haven Ridge Drive (50' r/w); thence departing said westerly right-of-way line of Haven Ridge Drive and proceed South 74°10'51" East along said terminus, 52.09 feet to an iron pin found (1/2" rebar) on the easterly terminus of Haven Ridge Drive (50' r/w); thence departing said terminus and proceed South 89°08'21" East, 211.70 feet to an iron pin found (1/2" rebar); thence South 89°30'01" East, 192.06 feet to an iron pin placed (1/2" re-bar) on the terminus of Dellwood Drive (50' r/w); thence along the terminus of Dellwood Drive (50' r/w) the following courses and distances:

- 1) South 01°47'43" East, 20.32 feet to an iron pin placed (1/2" re-bar);
- 2) thence South 87°01'06" East, 94.91 feet to an iron pin placed (1/2" re-bar);
- 3) thence North 16°20'08" West, 51.82 feet to an iron pin placed (1/2" re-bar);

thence departing said terminus and proceed South 89°33'53" East, 139.56 feet to an iron pin found (3/8" rebar); thence South 00°27'12" West, 119.97 feet, more or less, to a point in the centerline of Peachtree Creek; thence North 88°45'00" East along the centerline of Peachtree Creek, 48.30 feet, more or less, to a point on the easterly line of Land Lot 145 (said line being common to Land Lots 111 & 145); thence departing said centerline of Peachtree Creek and proceed along the easterly line of Land Lot 145 the following courses and distances: 1) South 00°27'12" West, 30.67 feet, more or less, to an iron pin placed (1/2" rebar); 2) thence South 00°27'12" West, 1045.46 feet to a point; thence departing said easterly line of Land Lot 145 and proceed 33.15 feet along the arc of a curve to the Right, said curve having a radius of 69.83 feet and being subtended by a chord of South 49°38'10" West, 32.84 feet to a point on the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146); thence in a westerly direction along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) the following courses and distances:

- 1) North 89°08'44" West, 773.10 feet to an iron pin found (1-1/2" open top pipe);
- 2) thence South 89°23'18" West, 751.20 feet to an iron pin found (1/2" rebar w/cap);
- 3) thence North 88°06'14" West, 115.01 feet to an iron pin found (1/2" rebar w/cap);
- 4) thence North 87°43'56" West, 75.46 feet to an iron pin found (1/2" rebar);
- 5) thence North 88°21'26" West, 75.75 feet to an iron pin found (1/2" rebar);
- 6) thence North 88°14'47" West, 49.67 feet to an iron pin found (1/2" open top pipe);
- 7) thence North 87°48'03" West, 50.15 feet to an iron pin found (1/2" rebar);
- 8) thence South 89°49'29" West, 49.98 feet to an iron pin found (1/2" rebar);
- 9) thence North 88°46'38" West, 49.82 feet to an iron pin found (1/2" rebar);
- 10) thence North 87°50'01" West, 8.19 feet to an iron pin found (1" crimped top pipe);
- 11) thence North 88°54'36" West, 67.24 feet to an iron pin found (1-1/2" crimped top pipe);
- 12) thence North 88°52'16" West, 174.22 feet to an iron pin found (1/2" rebar);
- 13) thence North 89°34'34" West, 60.03 feet to an iron pin found (1/2" open top pipe);

- 14) thence North 89°30'26" West, 190.36 feet to an iron pin found (1" open top pipe);
- 15) thence North 87°54'33" West, 63.10 feet to an iron pin found (1" crimped top pipe);
- 16) thence South 89°44'49" West, 133.64 feet to an iron pin found (1-1/2" crimped top pipe);
- 17) thence North 85°03'49" West, 49.47 feet to an iron pin found (1/2" rebar @ base of tree);
- 18) thence North 88°58'20" West, 50.45 feet to an iron pin found (1/2" rebar);
- 19) thence North 89°09'02" West, 162.21 feet to an iron pin found (1-1/2" crimped top pipe);
- 20) thence North 89°14'42" West, 71.48 feet to an iron pin placed (1/2" rebar) on the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w);

thence along the easterly right-of-way line of Northside Drive the following courses and distances:

- 1) North 00°22'04" East, 24.27 feet to an iron pin placed (1/2" rebar);
- 2) thence South 89°05'05" East, 27.23 feet to an iron pin placed (1/2" rebar);
- 3) thence North 00°54'55" East, 21.00 feet to an iron pin placed (1/2" rebar);
- 4) thence North 89°05'05" West, 35.19 feet to an iron pin placed (1/2" rebar);
- 5) thence North 00°58'57" East, 162.00 feet to an iron pin placed (1/2" rebar);
- 6) thence North 89°05'05" West, 10.12 feet to an iron pin placed (1/2" rebar);
- 7) thence North 00°56'12" East, 2549.84 feet to an iron pin placed (1/2" rebar) and the Point of Beginning.

Said tract or parcel containing 143.00234 acres more or less, or 6,229,182 square feet more or less (which area is calculated to the centerline of Peachtree Creek with respect to that portion of the above-said property bounded by the centerline of Peachtree Creek as referenced above), as shown on that certain Boundary Survey for The City of Atlanta, Georgia and The Georgia Building Authority prepared by Watts & Browning Engineers, Inc., Job No. 151024, bearing the stamp and seal of VT Hammond, Georgia Registered Land Surveyor No. 2554, dated November 19, 2015, last revised October 20, 2016.

EXHIBIT "B"
TO
AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS

UTILITIES EASEMENT AREA

UTILITIES EASEMENT AREA

Sanitary Sewer Easement Area #1

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located on the Easterly Right-of-Way line of Northside Dr. (S.R. 3 / U.S. 41) where it intersects with the Southerly 50' Right-of-Way line of Woodward Way, said point being the Southwesterly corner of a mitered Right-of-Way intersection so formed. Said point having GA. State Plane Coordinates, West Zone, 1983 North American Datum, N 1389831.2069' E 2223431.8305'. From said commencement point travel in a Southerly direction and following the Easterly Right-of-Way line of Northside Dr. S 00°54' 09" W for a distance of 253.98' to a calculated point. (Said point being the True Point of Beginning).

Thence: Leaving the Easterly Right-of-Way line of Northside Dr. S 86°00' 31"E for a distance of 216.86' to a calculated point.

Thence: S 87°57' 31"E for a distance of 485.75' to a calculated point.

Thence: S 63°52'27"E for a distance of 366.69' to a calculated point.

Thence: S 55°12'03"E for a distance of 282.97' to a calculated point.

Thence: S 57°09'22"E for a distance of 51.74' to a calculated point.

Thence: S 57°05'44"E for a distance of 250.19' to a calculated point located on the Westerly Right-of-Way of Woodward Way.

Thence: Following the Southwesterly 50' Right-of-Way of Woodward Way.

S 25°51'43"E for a distance of 60.51' to a calculated point, also being the point of curvature.

Thence: And along a curve to the left and following the Southwesterly 50' Right-of-Way of Woodward Way, a chord bearing of S 39°03'41"E and a chord distance of 327.55' to a calculated point. Said curve having a radius of 807.55' and an arc length of 329.84'.

Thence: Continuing along the Southwesterly 50' Right-of-Way of Woodward Way

And following a curve to the left a chord bearing of S 57°07'32"E and a chord distance of 55.77' to a calculated point. Said curve having a radius of 313.74' and an arc length of 55.85'.

Thence: Leaving the Southwesterly 50' Right-of-Way of Woodward Way S
43°57'08"E for a distance of 645.23' to a calculated point. Said calculated point also being the
point of curvature.

Thence: Following a curve to the left a chord bearing of S 65°26'12"E and a chord distance of
74.41' to a calculated point. Said curve having a radius of 253.27 and an arc length of 74.68'.

Thence: continuing along a curve to the left a chord bearing of N 88°10'33"E and a chord
distance of 127.01' to a calculated point. Said curve having a radius of 2781.04' and an arc length
of 127.03'.

Thence: N 85°11'20"E for a distance of 90.13' to a calculated point being on the Northerly
property line of said property.

Thence: And following the Northerly property line of said property S 89°09'27"E for a distance
of 42.41' to an iron pin found ½"re-bar.

Thence: Continuing along the Northerly property line of said property S 89° 30'42"E for a
distance of 192.02' to a calculated point.

Thence: In a Southerly direction S 01° 47'43"W for a distance of 20.32' to a calculated point.

Thence: Continuing in a Southerly direction S 01° 47'13"W for a distance of 4.74' to a
calculated point.

Thence: In a Southwesterly direction S 84°26'59"W for a distance of 247.69' to a calculated
point.

Thence: Continuing in a Southwesterly direction S 85°11'20"W for a distance of 73.72' to a
calculated point and being at the point of curvature.

Thence: Along a curve to the right a chord bearing of S 88°13'47"W and a chord distance of
136.08' to a calculated point. Said curve having a radius of 2831.04' and an arc length of
136.09'.

Thence: Along a curve the right a chord bearing of N 65°37'21"W and a chord distance of
104.22' to a calculated point. Said curve having a 253.27' radius and an arc length of 104.97'.

Thence: N 43°57'08"W for a distance of 856.11' to a calculated point.

Thence: N 32° 26'55"W for a distance of 202.67' to a calculated point.

Thence: N 57° 05'44"W for a distance of 272.64' to a calculated point.

Thence: N 57°05'04"W for a distance of 54.54' to a calculated point.

Thence: N 55°12'03"W for a distance of 149.56' to a calculated point.

Thence: N 61°19'11"W for a distance of 102.98' to a calculated point.

Thence: N 64°55'58"W for a distance of 264.56' to a calculated point and being at the point of curvature.

Thence: Along a curve to the left a chord bearing of N 84°01'31"W and a chord distance of 186.75' to a calculated point. Said curve having a radius of 330.41' and an arc length of 189.33'.

Thence: S 81°06'31"W for a distance of 538.28' to a calculated point.

Thence: S 85°59'15"W for a distance of 67.14' to a calculated point being located on the Easterly Right-of-Way line of Northside Dr.

Thence: Along the Easterly Right-of-Way line of Northside Dr. N 00°54'09"E for a distance of 50.18' to a calculated point.

Thence: Leaving the Right-of-Way line in an Easterly direction N 85°59'15"E for a distance of 60.71' to a calculated point.

Thence: N 81°06'31"E for a distance of 545.11' to a calculated point.

Thence: N 87°57'31"W for a distance of 383.03' to a calculated point.

Thence: N 86°00'31"W for a distance of 215.05' to a calculated point located on the Easterly Right-of-Way line of Northside Dr.

Thence: Along the Easterly Right-of-Way line of Northside Dr. N 00°54'09"E for a distance of 50.07' to a calculated point and being the (True Point of Beginning).

The above described easement contains 195,270.90 SQFT. / 4.48 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February 9th 2016, Last Revised: October 19th 2016 and titled Proposed Sanitary, And Storm Sewer, And Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Sanitary Sewer Easement Area #2

All that tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, and being more particularly described as follows.

Commencing at the Land Lot Corner of Land Lots 145, 146, 110 and 111 of the 17th District of Fulton County Georgia, and being marked by a Mag Nail found. Said mag nail having GA State

Plane coordinates, West Zone, North American Datum 1983, N 1387039.6013 E 2226450.3564 .
From said point travel in a westerly direction along the southerly Land Lot line of Land Lot 145 N 89°07'08"W for a distance of 24.85' to a calculated point. Thence continuing along said land lot line N 89°07'08"W for a distance of 685.50' to a calculated point. Thence continuing along said land lot line N 89°36'23"W for a distance of 89.80' to a calculated point.

Thence continuing along said land lot line N 89°44'13"W for a distance of 1222.71' to a ½"crimp top pipe found.

Thence continuing along said land lot line N 88°55'52"W for a distance of 31.67' to a calculated point and the True Point of Beginning.

Thence continuing along said land lot line N 88°55'52"W for a distance of 35.57' to a 1"crimp top pipe found.

Thence continuing along said land lot line N 89°26'26"W for a distance of 15.07' to a calculated point on the southerly line of Land Lot 145.

Thence leaving said land lot line N 08°13'03"W for a distance of 153.33' to a calculated point.

Thence: N 08°05'32"E for a distance of 453.09' to a calculated point.

Thence: N 18°53'13"W for a distance of 741.05' to a calculated point.

Thence: N 42°11'25"E for a distance of 380.39' to a calculated point.

Thence: N 21°07'09"E for a distance of 497.10' to a calculated point.

Thence: S 28°13'09"E for a distance of 65.91' to a calculated point.

Thence: S 21°07'09"W for a distance of 463.45' to a calculated point.

Thence: S 42°11'25"W for a distance of 360.20' to a calculated point.

Thence: S 18°53'13"E for a distance of 723.55' to a calculated point.

Thence: S 08°05'32"W for a distance of 457.92' to a calculated point.

Thence: S 08°13'03"E for a distance of 154.21' to a calculated point being located on the southerly Land Lot Line of Land Lot 145 and the True Point of Beginning.

The above described easement contains 109,583.20 sq. ft. / 2.51 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February 9th 2016, Last Revised: October 19th 2016 and titled Proposed Sanitary, And Storm Sewer, And Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Sanitary Sewer Easement Area #3

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, and being more particularly described as follows.

Commencing at the common Land Lot Corner of Land Lot's 145, 146, 110, and 111 of the 17th District of Fulton County Georgia and being marked by a Mag Nail found. From said point travel in a northerly direction along the easterly Land Lot line of Land Lot 145 and the westerly Land Lot line of Land Lot 111 N 00°27'06"E for a distance of 986.40' to a calculated point. Said point being the True Point of Beginning.

Thence leaving the easterly line of Land Lot 145 and travel in westerly direction S 80°23'21"W for a distance of 336.03' to a calculated point.

Thence S 80°24'39"W for a distance 449.34' to a calculated point, also being the point of curvature.

Thence along a curve to the right having a chord bearing of N 57°30'16"W and a chord distance of 994.36' to a calculated point. Said curve having a radius of 741.81' and an arc length of 1089.74'.

Thence N 18°31'37"W a distance of 445.83' to a calculated point.

Thence N 24°51'02"W for a distance of 215.09' to a calculated point.

Thence N 28°13'09"W for a distance of 65.91' to a calculated point.

Thence N 32°16'18"W for a distance of 249.63' to a calculated point.

Thence S 61°19'11"E for a distance of 102.98' to a calculated point.

Thence S 32°16'18"E for a distance of 192.83' to a calculated point.

Thence S 24°51'02"E for a distance of 257.16' to a calculated point.

Thence S 18°31'37"E for a distance of 449.97' to a calculated point, also being the point of curvature.

Thence along a curve to the left having a chord bearing of S 57°26'58"E and a chord distance of 928.33' to a calculated point. Said curve having a radius of 691.81' and an arc length of 1017.62'.

Thence N 80°24'39"E for a distance of 449.32' to a calculated point.

Thence N 80°23'21"E for a distance of 344.90' to a calculated point being located on the easterly line of Land Lot 145.

Thence in a southerly direction and along the easterly line of Land Lot 145 S 00°27'06"W for a distance of 50.78' to a calculated point and being the True Point of Beginning.

The above described easement contains 139,157.72 square feet / 3.19 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016, titled Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Sanitary Sewer Easement Area #4

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, and being more particularly described as follows.

Commencing at the Land Lot Corner of Land Lot's 145 , 146 , 110 and 111 of the 17th District of Fulton County Georgia and being marked by a Mag Nail Found. From said point travel in a westerly direction along the southerly Land Lot line of Land Lot 145 N 89°07'08"W for a distance of 24.85' to a calculated point. Thence continuing along said land lot line N89°07'08"W a distance of 685.50' to a calculated point, Thence continuing along said Land Lot Line N 89°36'23"W for a distance of 22.55' to a calculated point. Thence continuing along said Land Lot Line N 89 36'23"E for a distance of 20.00' to a calculated point being located on the southerly Land Lot Line of Land Lot 145 and the True Point of Beginning.

Thence leaving the southerly Land Lot Line of Land Lot 145 N 01°13'06"E for a distance of 276.77' to a calculated point.

Thence N 03°28'36"W for a distance of 292.83' to a calculated point.

Thence N 03°03'47"W for a distance of 276.60' to a calculated point.

Thence along a curve to the left a chord bearing of N 80°54'29"E and a chord distance 12.87' to a calculated point. Said curve having a radius of 741.81' and arc length of 12.87'.

Thence N 80°24'39"E for a distance of 7.25' to a calculated point.

Thence S 03°03'47"E for a distance of 275.63' to a calculated point.

Thence S 03°28'36"E for a distance of 293.61' to a calculated point.

Thence S 01°13'06"W for a distance of 277.30' to a calculated point and being located on the southerly Land Lot Line of Land Lot 145.

Thence along the said Land Lot Line N 89°36'23"W for a distance of 20.00' to a calculated point being located on the southerly Land Lot Line of Land Lot 145 and the True Point of Beginning.

The above described easement contains 16,908.30sqft. / 0.39 Acres and more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February 9th 2016, Last Revised: October 19th 2016, titled as Proposed Sanitary , Storm Sewer, And Water Easements Bobby Jones And Bitsy Grant Tennis Center.

TOGETHER WITH,

Sanitary Sewer Easement Area #5

All that tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Beginning at a point located on the Easterly Right-of-Way line of Northside Dr. where it intersects with the Southerly 50'Right-of-Way line of Woodward Way, said point being the Southwesterly corner of a mitered Right-of-Way intersection so formed. Said point having Ga. State Plane Coordinates, West Zone 1983 North American Datum, N 1389831.2069' E 2223431.8305'.

Thence: From said beginning point travel along the mitered Right-of-Way line N 49°18'01"E for a distance of 29.77' to a calculated point located at the Northeasterly mitered Right-of-Way intersection. Said point also being located on the Southerly 50'Right-of-Way line of Woodward Way.

Thence: Along the Southerly 50'Right-of-Way of Woodward Way S 85°09'01"E for a distance of 75.85' to a calculated point being located on the Southerly 50'Right-of-Way of Woodward Way.

Thence: Leaving the Southerly 50'Right-of-Way of Woodward Way S 06°08'45"E for a distance of 29.43' to a calculated point.

Thence: N 85°52'59"W for a distance of 101.70' to a calculated point being located on the Easterly Right-of-Way of Northside Dr.

Thence: Along the Easterly Right-of-Way of Northside Dr. N°00 54'09"E for a distance of 8.96' to point being the (True Point OF Beginning).

The above described easement contains 2717.50 SQFT. / 0.062 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February 9th 2016, Last Revised: October, 19th 2016 and titled: Proposed Sanitary, Storm Sewer And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Sanitary Sewer Easement Area #6

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a 3/8" re-bar found, located on the Easterly 50' Right-of-Way line of Dellwood Dr. Said 3/8" re-bar having GA. State Plane Coordinates, West Zone, 1983 North American Datum, N 1388257.3390 E 2226261.2751 . From said point of commencement travel S 89°35'12"E for a distance of 150.17' to a 3/8"re-bar found, and the (True Point of Beginning).

Thence: S 00°24'48"W for a distance of 32.78' to a calculated point.

Thence: S86°15'25"W for a distance of 128.28' to a calculated point.

Thence: along the Easterly 50' Right-of-Way of Dellwood Drive N 14°51'11"W for a distance of 43.62' to a calculated point.

Thence: S 89°35'12"E for a distance of 139.43' to a 3/8" re-bar and the (True Point of Beginning).

The above described easement contains 5,030.30 SQFT. / 0.12 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated February, 9th 2016, Last Revised: October, 19th 2016, titled as Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Storm Sewer Easement Area #1

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at the Land Lot Corner of Land Lots 145, 146, 110 and 111 of the 17th District of Fulton County Georgia, and being marked by a Mag Nail found. From said point travel in a Northerly direction and following the Easterly line of Land Lot 145, N 00°27'06"E for a distance of 50.63' to a calculated point on the Easterly line of Land Lot 145, and being the (True Point of Beginning).

Thence: Leaving the Easterly line of Land Lot 145, N 68°17'36"W for a distance of 13.62' to a calculated point.

Thence: N 00°31'21"W for a distance of 179.73' to a calculated point.

- -

Thence: N 90°00'00"E for a distance of 15.75' to a calculated point on the Easterly line of Land Lot 145.

Thence: In a Southerly direction and following the Easterly line of Land Lot 145, S 00°27'06"W for a distance of 184.76' to a calculated point and being the (True Point of Beginning).

The above described easement contains 2587.60 sq. ft. / 0.06 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Storm Sewer Easement Area #2

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the easterly Right-of-Way line of Northside Dr. (S.R. 3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way, said point being the Northeasterly corner of a mitered Right-of-Way intersection so formed and having Ga. State Plane Coordinates, West Zone, 1983 North American Datum, N 1389850.6167' E 2223454.3966'. From said commencement point travel in an Easterly direction and following the Southerly Right-of-Way of Woodward Way, S 85°09'01"E for a distance of 75.85' to a calculated point located on the Southerly 50' Right-of-Way of Woodward Way. Continue in an Easterly direction along the Southerly 50' Right-of-Way of Woodward Way S 85°09'01"E for a distance of 26.14' to a calculated point and being the (True Point of Beginning).

Thence: Continuing along the Southerly 50' Right-of-Way of Woodward Way

S 85°09'01"E for a distance of 20.41' to a calculated point.

Thence: S 16°20'24"W for a distance of 42.79' to a calculated point.

Thence: N 73°39'36"W for a distance 20.00' to a calculated point.

Thence: N 16°20'24"E for a distance of 38.72' to a calculated point lying on the Southerly 50' Right-of-Way of Woodward Way and being the (True Point of Beginning).

The above described easement contains 815.10 sq. ft. / 0.019 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled as Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Storm Sewer Easement Area #3

All that tract of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the Easterly Right-of-Way line of Northside Dr. (S.R. 3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way. Said point being the Northeastly corner of a mitered Right-of-Way intersection so formed and having Ga. State Plane Coordinates, West Zone, 1983 North American Datum N 1389850.6167' E 2223454.3966'. From said commencement point travel in an Easterly direction following the Southerly 50' Right-of-Way of Woodward Way, S 85° 09'01"E for a distance of 747.14' to a calculated point, said point also being the point of curvature, and the (True Point of Beginning).

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 25.44', said curve having a radius of 559.68' subtended by a chord distance of 25.44' and having a chord bearing of S 84°38'18"E to a calculated point.

Thence: Leaving the Right-of-Way the following, S 07°56'32"W for a distance of 40.97' to a calculated point.

Thence: N 84°14'27"W for a distance of 29.93' to a calculated point.

Thence: N 03°59'44"E for a distance of 40.67' to a calculated point lying on the Southerly 50' Right-of-Way of Woodward Way.

Thence: Following along the Southerly 50' Right-of-Way of Woodward Way S 85° 09'01"E for a distance of 7.31' to the (True Point of Beginning).

The above described easement contains 1281.50 SQFT. / 0.03 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled as Proposed Sanitary, Storm Sewer And Water Easements Bobby Jones And Bitsy Grant Tennis Center.

TOGETHER WITH,

Storm Sewer Easement Area #4

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th district of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the Easterly Right-of-Way line of Northside Dr. (S.R. 3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way. Said point

being the Northeasterly corner of a mitered Right-of-Way intersection so formed and having GA. State Plane Coordinates, West Zone, 1983 North American Datum N 1389850.6167' E 2223454.3966'. From said commencement point travel in an Easterly direction following the Southerly 50' Right-of-Way of Woodward Way, S 85°09'01"E for a distance of 747.14' to a calculated point, said point also being the point of curvature.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 289.55', said curve having a radius of 559.68' subtended by a chord distance of 286.34' and having a chord bearing of S 71°07'41" E to a calculated point.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 131.22', said curve having a radius of 758.50' subtended by a chord distance of 131.06' and having a chord bearing of S 54°48'31" E to a calculated point, and the (True Point of Beginning).

Thence: Continuing along the Southerly and Southwesterly 50' Right-of-Way of Woodward Way and a curve to the right an arc distance of 20.00', said curve having a radius of 758.50' subtended by a chord distance of 20.00' and a chord bearing of S 49°06'57" E to a calculated point.

Thence: Leaving the Southerly and Southwesterly 50' Right-of-Way of Woodward Way the following, S 39°58'53" W a distance of 12.99' to a point.

Thence: N 50°01'07" W a distance of 20.00' to a point.

Thence: N 39°58'53" E a distance of 13.31' to a point located on the Southwesterly 50' Right-of-Way of Woodward Way and the Point of Beginning.

The above described easement contains 263.90 square feet/ 0.006 acres and is more particularly described and depicted on that plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated February, 9th 2016, Last Revised: October, 19th 2016, and titled "Proposed Sanitary, Storm Sewer and Water Easements Bobby Jones Golf Course and Bitsy Grant Tennis Center".

TOGETHER WITH,

Storm Sewer Easement Area #5

All that certain tract or parcel of land lying and being in land lot 145 of the 17th district of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the Easterly Right-of-Way line of Northside Dr. (S.R.3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way. Said point being the Northeasterly corner of a mitered Right-of-Way intersection so formed and having GA. State Plane Coordinates, West Zone, 1983 North American Datum N 1389850.6167' E 2223454.3966'. From said commencement point travel in an Easterly direction following the

Southerly 50' Right-of-Way of Woodward Way, S 85°09'01"E for a distance of 747.14' to a calculated point, said point also being the point of curvature.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 289.55', said curve having a radius of 559.68' subtended by a chord distance of 286.34' and having a chord bearing of S 71°07'41"E to a calculated point.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 193.10', said curve having a radius of 758.50' subtended by a chord distance of 192.58' and having a chord bearing of S 52°29'42"E to a calculated point.

Thence: Following a curve to the right and the Southerly and Southwesterly 50' Right-of-Way of Woodward Way an arc distance of 189.96', said curve having a radius of 1036.19' subtended by a chord distance of 189.69' and having a chord bearing of S 40°43'48"E to a calculated point and the (True Point of Beginning).

Thence: Continuing along the Southerly and Southwesterly Right-of-Way of Woodward Way and a curve to the right an arc distance of 20.37', said curve having a radius of 1036.19' subtended by a chord distance of 20.37' and having a chord bearing of S 34°54'54"E to a calculated point.

Thence: Leaving the Southerly and Southwesterly Right-of-Way of Woodward Way S 44°05'07" W a distance of 18.52' to a point.

Thence: N 45°54'53" W a distance of 20.00' to a point;

Thence: N 44°05'07" E a distance of 22.41' to a point on the Southwesterly Right-of-Way of Woodward Way, and the (True Point of Beginning).

The above described easement contains 410.01 square feet/ 0.009 acres and is more particularly described and depicted on that plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled "Proposed Sanitary, Storm Sewer, and Water Easements Bobby Jones Golf Course and Bitsy Grant Tennis Center".

TOGETHER WITH,

Storm Sewer Easement Area #6

All that certain tract or parcel of land lying and being in land lot 145 of the 17th district of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the Easterly Right-of-Way line of Northside Dr. (S.R.3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way. Said point being the Northeasterly corner of a mitered Right-of-Way intersection so formed and

having GA. State Plane Coordinates, West Zone 1983 North American Datum N 1389850.6167' E 2223454.3966'. From said commencement point travel in Easterly direction following the Southerly 50' Right-of-Way of Woodward Way, S 85°09'01"E for a distance of 747.14' to a calculated point, said point also being the point of curvature.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 289.55', said curve having a radius of 559.68' subtended by a chord distance of 286.34' and having a chord bearing of S 71°07'41" E to a calculated point.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 193.10', said curve having a radius of 758.50' subtended by a chord distance of 192.58' and having a chord bearing of S 52°29'42" E, to a calculated point.

Thence: Following a curve to the right and the Southerly and Southwesterly 50' Right-of-Way of Woodward Way an arc distance of 351.61', said curve having a radius of 1036.19' subtended by a chord distance of 349.92' and having a chord bearing of S 36°15'39"E to a calculated point.

Thence: Following Southwesterly 50' Right-of-Way of Woodward Way S 25°52'02" E a distance of 35.02' to a calculated point and the (True Point of Beginning).

Thence: Continue following the Southwesterly 50' Right-of-Way of Woodward Way S 25°52'02"E for a distance of 22.37' to a calculated point.

Thence: Leaving the Southwesterly 50' Right-of-Way N 89°15'25"W for a distance of 37.34' to a calculated point.

Thence: N 00°00'00"W for a distance of 20.00' to a calculated point.

Thence: S 89°15'25"E for a distance of 27.57' to a calculated point lying on the Southwesterly 50' Right-of-Way of Woodward Way and being the (True Point of Beginning).

The above described easement contains 649.10 square feet/ 0.015 acres and is more particularly described and depicted on that plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled "Proposed Sanitary, Storm Sewer and Water Easements Bobby Jones Golf Course and Bitsy Grant Tennis Center".

TOGETHER WITH,

Storm Sewer Easement Area #7

All that certain tract or parcel of land lying and being in land lot 145 of the 17th district of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located where the Easterly Right-of-Way line of Northside Dr. (S.R.3/U.S. 41) intersects with the Southerly 50' Right-of-Way line of Woodward Way. Said point being the Northeasterly corner of a mitered Right-of-Way intersection so formed and having GA. State Plane Coordinates, West Zone 1983 North American Datum N 1389850.6167' E 2223454.3966'. From said commencement point travel in an Easterly direction following the Southerly 50' Right-of-Way of Woodward Way, S 85°09'01"E for a distance of 747.14' to a calculated point, said point also being the point of curvature.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance of 289.55', said curve having a radius of 559.68' subtended by a chord distance of 286.34' and having a chord bearing of S 71°07'41"E to a calculated point.

Thence: Following a curve to the right and the Southerly 50' Right-of-Way of Woodward Way an arc distance 193.10', said curve having a radius of 758.50' subtended by a chord distance of 192.58' and having a chord bearing of S 52°29'42" E to a calculated point.

Thence: Following a curve to the right and the Southerly and Southwesterly 50' Right-of-Way of Woodward Way an arc distance of 351.61', said curve having a radius of 1036.19' subtended by a chord distance of 349.92' and having a chord bearing of S 36°15'39"E to a calculated point.

Thence: Continuing along the Southwesterly 50' Right-of-Way of Woodward Way S 25°52'02" E a distance of 324.47' to a point.

Thence: Following a curve to the left and the Southwesterly 50' Right-of-Way of Woodward Way an arc distance of 112.94', said curve having a radius of 807.55' subtended by a chord distance of 112.85' and chord bearing of S 31°22'01"E to a calculated point and the (True Point of Beginning).

Thence: Continuing along the Southwesterly 50' Right-of-Way of Woodward Way and a curve to the left an arc distance of 20.89', said curve having a radius of 807.55' subtended by a chord distance of 20.89' and chord bearing of S 36°06'53" E to a calculated point.

Thence: Leaving the Southwesterly 50' Right-of-Way of Woodward Way S 70°41'18" W a distance of 95.48' to a calculated point.

Thence: N 19°18'42" W a distance of 20.00' to a calculated point.

Thence: N 70°41'18" E a distance of 89.44' to a calculated point lying on the Southwesterly 50' Right-of-Way of Woodward Way and being the (True Point of Beginning).

The above described easement contains 1848.20 square feet/ 0.042 acres and is more particularly described and depicted on that plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October,

19th 2016, and titled "Proposed Sanitary, Storm Sewer, and Water Easements Bobby Jones Golf Course and Bitsy Grant Tennis Center".

TOGETHER WITH,

Storm Sewer Easement Area #8

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta and being more particularly described as follows.

Commencing at a point located on the Easterly Right-of-Way line of Northside Dr. where it intersects with Southerly Right-of-Way line of Woodward Way. Said point being the Southwesterly corner of a mitered Right-of-Way intersection so formed and having Georgia State Plane Coordinates, West Zone, 1983 North American Datum, N 1389831.2069' E 2223431.8305'. From said commencement point travel in a Southerly direction following the Easterly Right-of-Way of Northside Dr. S 00°54'09"W for a distance of 156.85' to a point located on the Easterly Right-of-Way of Northside Dr. said point being the (True Point of Beginning).

Thence: Leaving the Right-of-Way. N 90°00'00"E for a distance of 16.73' to a calculated point.

Thence: N 00°00'00"W for a distance of 26.09' to a calculated point.

Thence: N 90°00'00"E for a distance of 20.00' to a calculated point.

Thence: S 00°00'00"E for a distance of 106.69' to a calculated point.

Thence: N 90°00'00"W for a distance of 20.00' to a calculated point.

Thence: N 00°00'00"W for a distance of 60.60' to a calculated point.

Thence: N 90°00'00"W for a distance of 17.05' to a calculated point located on the easterly Right-of-Way of Northside Dr.

Thence: Along the Easterly Right-of-Way of Northside Dr. in a Northerly direction N 00°54'09"E for a distance of 20.00' to the (True Point of Beginning).

The above described easement contains 2471.60 SQFT. / 0.057 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled as Proposed Sanitary, Storm, And Water Sewer Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Storm Water Easement Area #9

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at the Land Lot Corner of Land Lots 145, 146, 110 and 111 of the 17th District of Fulton County Georgia, and being marked by a Mag Nail found. From said point travel in a Northerly direction and following the Easterly line of Land Lot 145, N 00°27'06"E for a distance of 235.39' to a calculated point on the Easterly line of Land Lot 145. Said point being the (True Point of Beginning).

Thence: Leaving the Easterly line of Land Lot 145, N 90°00'00"W for a distance of 30.00' to a calculated point.

Thence: N 00°27'06"E for a distance of 745.93' to a calculated point.

Thence: N 80°23'21"E for a distance of 30.47' to a calculated point lying on the Easterly line of Land Lot 145.

Thence: S 00°27'06"W for a distance of 751.02' to a calculated point and being the (True Point of Beginning).

The above described easement contains 22455.40 SQFT. / 0.516 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October, 19th 2016 and titled Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

TOGETHER WITH,

Water Vault Easement

All that certain tract or parcel of land lying and being in Land Lot 145 of the 17th District of Fulton County Georgia, in the City of Atlanta, and being more particularly described as follows.

Commencing at a point located on the easterly Right-of-Way line of Northside Dr. (S.R. 3/ U.S. 41) where it intersects with the Southerly 50' Right-of-Way line of Woodward Way, said point being the Southwesterly corner of a mitered Right-of-Way intersection so formed, and having Ga. State Plane Coordinates, West Zone, 1983 North American Datum, N 1389831.2069' E 2223431.8305'. From said commencement point, travel in a Southerly direction following the Easterly Right-of-Way line of Northside Dr. the following: S 00°54'09"W for a distance of 1868.19' to a calculated point and being the (True Point of Beginning).

Thence: Leaving the Easterly Right-of-Way line of Northside Dr. S 89°05'51"E for a distance of 25.00' to a calculated point.

Thence: S 00°54'09"W for a distance of 20.00' to a calculated point.

Thence: N 89°05'51"W for a distance of 25.00' to a calculated point.

Thence: N 00°54'09"E for a distance of 20.00' to a calculated point.

Said point being the (True Point of Beginning).

The above described easement contains 500.00 sq. ft. / 0.011 Acres and is more particularly described and depicted on a plat prepared by the City of Atlanta, Department of Watershed Management, Office of Engineering Services, dated: February, 9th 2016, Last Revised: October 19th 2016 and titled Proposed Sanitary, Storm Sewer, And Water Easements Bobby Jones Golf Course And Bitsy Grant Tennis Center.

EXHIBIT "C"
TO
AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS

TERMS AND CONDITIONS
OF
UTILITIES EASEMENT

The Utilities Easement (as defined in this Deed) is subject to the following additional terms and conditions (any term used in this Exhibit "C" with an initial capital letter that is not defined in this Exhibit "C" shall have the meaning assigned to it elsewhere in this Deed):

1.

Grantor shall solely use the Utilities Easement Area for the purpose of planning, constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating the Utilities together with rights of ingress and egress over and across the Property in connection with the same. Grantor shall perform any of the above-referenced purposes within the Utilities Easement Area in good workmanlike manner and the Utilities Easement Area shall be left in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas, permitted landscaped and grassed areas and other permitted improvements which may have been disturbed by such work are restored to their former condition as reasonably as practicable.

2.

Grantor shall have the right to remove or cause to be removed from the Utilities Easement Area only such trees, bushes, other natural growth, encroachments and obstructions as may be reasonably necessary for the proper construction, operation, repair and maintenance of the Utilities.

3.

Except as herein specifically reserved by Grantor, all rights and interest in and to the Utilities Easement Area are conveyed to Grantee, who may make any use of the Utilities Easement Area not inconsistent with or detrimental to the rights and interest herein reserved by Grantor.

4.

The rights and interest herein reserved by Grantor in the Utilities Easement Area are to be used and enjoyed at the sole risk of Grantor.

5.

Grantor shall not assign the Utilities Easement, or any right or interest herein, without the prior written consent of Grantee. Consent to one assignment shall not invalidate this provision, and all later assignments shall likewise be made only on the prior written consent of Grantee. The words "assign" and "assignment" used herein shall include assignment by operation of law.

6.

Grantor understands and hereby acknowledges that Grantee makes no representations or warranties any type, kind, or nature whatsoever including, but not limited to, warranties as to

the title, sufficiency of the legal description, suitability to use, or condition of the Utilities Easement Area.

7.

Grantor shall comply with all applicable state and federal environmental statutes in its use of the Utilities Easement Area and shall obtain all permits and make such reports to the appropriate government agencies as are necessary for its lawful use of the Utilities Easement Area.

8.

Grantee shall record this instrument in the real property records of the county in which the Utilities Easement Area is located, and a recorded copy shall be forwarded to Grantor.

9.

Grantor and Grantee acknowledge that Grantee intends to make certain improvements to the Property and/or perform certain construction activities on the Property, which may present certain utility conflicts with the Utility Facilities described herein and may require that certain Utility Facilities must be relocated to resolve such conflicts and accommodate Grantee's improvements to the Property. In any such case, Grantee has the right to and must request Grantor's review and approval to relocate certain Utility Facilities and/or to perform such construction activities and alteration of the Property within the Utility Easement Area prior to commencing any such activities, all in accordance with Grantor's normal processes, standards and specifications. The Parties agree to work in good faith and in a collaborative manner to identify any such utility conflicts and possible resolutions to meet the respective needs of the Parties. The Parties agree to amend this Agreement and the Utility Easement Area to the extent that Grantor approves any modification to the Utility Facilities and Utility Easement Area. Any such relocation of Utility Facilities, if approved by Grantor, shall be done at Grantee's cost and expense and in accordance with the Grantor's standards and specifications.

10.

Grantor hereby agrees to exercise its reserved easement rights hereunder at all times in a manner designed to minimize any interference to the operation of the golf course, driving range, clubhouse and parking deck on the Property to the extent reasonably practicable and appropriate under the circumstances. Grantor will notify Grantee, or any Lessee of the Property of which Grantor has written notice, at least two (2) business days in advance of any construction work in the Utilities Easement Area (except with respect to any emergency repairs). Nothing herein shall obligate Grantor to relocate any Utility Facilities.

11.

This instrument embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, related to the subject matter hereof. The Utilities Easement may be amended or modified only by an instrument of equal formality signed by both respective parties.

EXHIBIT "D"
TO
AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS

PATHWAY EASEMENT AREA

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Beginning at an iron pin placed (1/2" rebar) located at the most southerly margin of the mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, f/k/a Hemphill Avenue) and the southerly right-of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and proceed North 49°18'33" East along said mitered intersection for a distance of 29.76 feet to an iron pin placed (1/2" rebar) on the southerly right-of-way line of Woodward Way (50' r/w); thence in an easterly, southeasterly and easterly direction along the southerly and southwesterly right-of-way line of Woodward Way (50' r/w) the following courses and distances:

- 1) South 85°11'53" East, 763.07 feet to a point;
- 2) thence 96.14 feet along the arc of a curve to the Right, said curve having a radius of 487.16 feet and being subtended by a chord of South 79°32'39" East, 95.99 feet to a point;
- 3) thence South 73°53'25" East, 15.74 feet to a point;
- 4) thence 47.07 feet along the arc of a curve to the Right, said curve having a radius of 335.51 feet and being subtended by a chord of South 69°52'15" East, 47.04 feet to a point;
- 5) thence 106.87 feet along the arc of a curve to the Right, said curve having a radius of 964.65 feet and being subtended by a chord of South 62°40'40" East, 106.82 feet to a point;
- 6) thence 42.16 feet along the arc of a curve to the Right, said curve having a radius of 677.66 feet and being subtended by a chord of South 57°43'17" East, 42.16 feet to a point;
- 7) thence South 55°56'20" East, 19.52 feet to a point;
- 8) thence 147.90 feet along the arc of a curve to the Right, said curve having a radius of 741.40 feet and being subtended by a chord of South 50°13'27" East, 147.65 feet to a point;
- 9) thence South 44°30'34" East, 53.55 feet to a point;
- 10) thence 51.60 feet along the arc of a curve to the Right, said curve having a radius of 527.78 feet and being subtended by a chord of South 41°42'31" East, 51.58 feet to a point;
- 11) thence 214.53 feet along the arc of a curve to the Right, said curve having a radius of 985.51 feet and being subtended by a chord of South 32°40'17" East, 214.11 feet to a point;
- 12) thence South 26°26'06" East for a distance of 327.39 feet to a point;
- 13) thence 353.96 feet along the arc of a curve to the Left, said curve having a radius of 835.39 feet and being subtended by a chord of South 38°34'24" East, 351.32 feet to a point;
- 14) thence 7.14 feet along the arc of a curve to the Left, said curve having a radius of 323.64 feet and being subtended by a chord of South 51°20'35" East, 7.14 feet to a point;

thence departing the southwesterly right-of-way line of Woodward Way (50' r/w) and proceeding South 05°26'52" East for a distance of 31.25 feet to a point; thence 23.87 feet

along the arc of a curve to the Right, said curve having a radius of 50.00 feet and being subtended by a chord of South 08°13'40" West, 23.64 feet to a point; thence South 21°54'11" West for a distance of 26.91 feet to a point; thence 40.05 feet along the arc of a curve to the Left, said curve having a radius of 50.00 feet and being subtended by a chord of South 01°02'28" East, 38.98 feet to a point; thence South 23°59'07" East for a distance of 70.38 feet to a point; thence 267.33 feet along the arc of a curve to the Left, said curve having a radius of 1000.00 feet and being subtended by a chord of South 31°38'38" East, 266.54 feet to a point; thence South 39°18'09" East for a distance of 42.77 feet to a point; thence 240.75 feet along the arc of a curve to the Left, said curve having a radius of 500.00 feet and being subtended by a chord of South 75°28'50" East, 238.43 feet to a point; thence South 89°16'28" East for a distance of 183.78 feet to an iron pin found (1/2" re-bar); thence South 89°08'21" East, 211.70 feet to an iron pin found (1/2" re-bar); thence South 89°30'01" East, 192.06 feet to an iron pin placed (1/2" re-bar) on the terminus of Dellwood Drive (50' r/w); thence along the terminus of Dellwood Drive (50' r/w) the following courses and distances:

- 1) South 01°47'43" East, 20.32 feet to an iron pin placed (1/2" re-bar);
- 2) thence South 87°01'06" East, 94.91 feet to an iron pin placed (1/2" re-bar);
- 3) thence North 16°20'08" West, 51.82 feet to an iron pin placed (1/2" re-bar);

thence departing said terminus and proceed South 89°33'53" East, 139.56 feet to an iron pin found (3/8" rebar); thence South 00°27'12" West, 119.97 feet, more or less, to a point in the centerline of Peachtree Creek; thence North 88°45'00" East along the centerline of Peachtree Creek, 48.30 feet, more or less, to a point on the easterly line of Land Lot 145 (said line being common to Land Lots 111 & 145); thence departing said centerline of Peachtree Creek and proceed along the easterly line of Land Lot 145 the following courses and distances: 1) South 00°27'12" West, 30.67 feet, more or less, to an iron pin placed (1/2" rebar); 2) thence South 00°27'12" West, 1045.46 feet to a point; thence departing said easterly line of Land Lot 145 and proceed 33.15 feet along the arc of a curve to the Right, said curve having a radius of 69.83 feet and being subtended by a chord of South 49°38'10" West, 32.84 feet to a point on the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146); thence in a westerly direction along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) the following courses and distances:

- 1) North 89°08'44" West, 773.10 feet to an iron pin found (1-1/2" open top pipe);
- 2) South 89°23'18" West, 751.20 feet to an iron pin found (1/2" rebar w/cap);
- 3) North 88°06'14" West for a distance of 113.48 feet to a point;

thence departing said land lot line and proceeding 60.26 feet along the arc of a curve to the Right, said curve having a radius of 94.62 feet and being subtended by a chord of North 62°12'44" West, 59.25 feet to a point; thence North 43°58'03" West for a distance of 72.84 feet to a point; thence 48.51 feet along the arc of a curve to the Left, said curve having a radius of 61.18 feet and being subtended by a chord of North 66°40'56" West, 47.25 feet to a point; thence North 89°23'49" West for a distance of 85.23 feet to a point; thence 85.42 feet along the arc of a curve to the Right, said curve having a radius of 117.40 feet and being subtended by a chord of North 68°33'16" West, 83.54 feet to a point; thence North 47°42'42" West for a distance of 47.32 feet to a point; thence 163.16 feet along the arc of a curve to the

Left, said curve having a radius of 152.36 feet and being subtended by a chord of North 78°23'28" West, 155.47 feet to a point; thence South 70°55'45" West for a distance of 29.44 feet to a point; thence 148.19 feet along the arc of a curve to the Right, said curve having a radius of 277.50 feet and being subtended by a chord of South 86°13'40" West, 146.44 feet to a point; thence 17.77 feet along the arc of a curve to the Left, said curve having a radius of 141.48 feet and being subtended by a chord of North 82°04'19" West, 17.76 feet to a point; thence North 85°40'13" West for a distance of 166.81 feet to a point; thence 26.42 feet along the arc of a curve to the Left, said curve having a radius of 581.50 feet and being subtended by a chord of North 86°58'19" West, 26.42 feet to a point; thence North 88°16'25" West for a distance of 155.66 feet to a point; thence 25.39 feet along the arc of a curve to the Left, said curve having a radius of 22.42 feet and being subtended by a chord of South 59°17'19" West, 24.06 feet to a point; thence South 26°51'02" West for a distance of 4.50 feet to a point; thence 126.59 feet along the arc of a curve to the Right, said curve having a radius of 73.00 feet and being subtended by a chord of South 76°31'48" West, 111.32 feet to a point; thence 20.07 feet along the arc of a curve to the Left, said curve having a radius of 43.03 feet and being subtended by a chord of North 67°09'00" West, 19.88 feet to a point; thence North 80°30'35" West for a distance of 9.53 feet to a point; thence 11.44 feet along the arc of a curve to the Left, said curve having a radius of 34.46 feet and being subtended by a chord of South 85°46'03" West, 11.39 feet to a point; thence South 76°15'33" West for a distance of 87.76 feet to a point; thence 15.70 feet along the arc of a curve to the Right, said curve having a radius of 118.50 feet and being subtended by a chord of South 80°03'17" West, 15.69 feet to a point; thence South 01°47'40" West for a distance of 111.97 feet to an iron pin found (1.5" crimp top pipe) on the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146); thence North 89°14'42" West along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) for a distance of 71.48 feet to an iron pin placed (1/2" rebar) on the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w); thence along the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w) the following courses and distances:

- 1) North 00°22'04" East, 24.27 feet to an iron pin placed (1/2" rebar);
- 2) South 89°05'05" East, 27.23 feet to an iron pin placed (1/2" rebar);
- 3) North 00°54'55" East, 21.00 feet to an iron pin placed (1/2" rebar);
- 4) North 89°05'05" West, 35.19 feet to an iron pin placed (1/2" rebar);
- 5) North 00°58'57" East, 162.00 feet to an iron pin placed (1/2" rebar);
- 6) North 89°05'05" West, 10.12 feet to an iron pin placed (1/2" rebar);
- 7) North 00°56'12" East, 2549.84 feet to an iron pin placed (1/2" rebar) and the Point of Beginning.

LESS AND EXCEPT:

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning commence at an iron pin placed (1/2" rebar) located at the most southerly margin of the mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, i/k/a Hemphill Avenue) and the southerly right-

of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and depart both rights-of-way and proceed thence South 20°20'41" East for a distance of 59.41 feet to the Point of Beginning.

From the Point of Beginning thus established proceed thence South 85°11'53" East for a distance of 758.69 feet to a point; thence 81.34 feet along the arc of a curve to the Right, said curve having a radius of 412.16 feet and being subtended by a chord of South 79°32'39" East, 81.21 feet to a point; thence South 73°53'25" East for a distance of 15.74 feet to a point; thence 36.55 feet along the arc of a curve to the Right, said curve having a radius of 260.51 feet and being subtended by a chord of South 69°52'15" East, 36.52 feet to a point; thence 98.56 feet along the arc of a curve to the Right, said curve having a radius of 889.65 feet and being subtended by a chord of South 62°40'40" East, 98.51 feet to a point; thence 37.50 feet along the arc of a curve to the Right, said curve having a radius of 602.66 feet and being subtended by a chord of South 57°43'17" East, 37.49 feet to a point; thence South 55°56'20" East for a distance of 19.52 feet to a point; thence 132.93 feet along the arc of a curve to the Right, said curve having a radius of 666.40 feet and being subtended by a chord of South 50°13'27" East, 132.71 feet to a point; thence South 44°30'34" East for a distance of 53.55 feet to a point; thence 44.27 feet along the arc of a curve to the Right, said curve having a radius of 452.78 feet and being subtended by a chord of South 41°42'31" East, 44.25 feet to a point; thence 198.21 feet along the arc of a curve to the Right, said curve having a radius of 910.51 feet and being subtended by a chord of South 32°40'17" East, 197.82 feet to a point; thence South 26°26'06" East for a distance of 299.15 feet to a point; thence South 28°20'02" East for a distance of 259.63 feet to a point; thence 30.08 feet along the arc of a curve to the Left, said curve having a radius of 100.00 feet and being subtended by a chord of South 36°57'02" East, 29.96 feet to a point; thence South 45°34'02" East for a distance of 56.07 feet to a point; thence 58.34 feet along the arc of a curve to the Right, said curve having a radius of 100.00 feet and being subtended by a chord of South 28°51'10" East, 57.52 feet to a point; thence South 12°08'18" East for a distance of 67.91 feet to a point; thence 20.68 feet along the arc of a curve to the Left, said curve having a radius of 100.00 feet and being subtended by a chord of South 18°03'43" East, 20.64 feet to a point; thence South 23°59'07" East for a distance of 61.47 feet to a point; thence 287.38 feet along the arc of a curve to the Left, said curve having a radius of 1075.00 feet and being subtended by a chord of South 31°38'38" East, 286.53 feet to a point; thence South 39°18'09" East for a distance of 57.08 feet to a point; thence 292.20 feet along the arc of a curve to the Left, said curve having a radius of 575.00 feet and being subtended by a chord of South 74°42'59" East, 289.07 feet to a point; thence South 89°16'28" East for a distance of 675.26 feet to a point; thence South 00°43'32" West for a distance of 106.86 feet to a point; thence South 89°16'28" East for a distance of 10.15 feet to a point; thence 62.69 feet along the arc of a curve to the Right, said curve having a radius of 50.00 feet and being subtended by a chord of South 53°21'17" East, 58.67 feet to a point; thence South 17°26'06" East for a distance of 149.38 feet to a point; thence 47.44 feet along the arc of a curve to the Right, said curve having a radius of 200.00 feet and being subtended by a chord of South 10°38'24" East, 47.33 feet to a point; thence South 03°18'30" East for a distance of 213.99 feet to a point; thence 43.70 feet along the arc of a curve to the Right, said curve having a radius of 2000.00 feet and being subtended by a chord of South 02°40'56" East, 43.70 feet to a point; thence South 02°03'23" East for a distance of 296.47 feet to a point; thence 24.69 feet along the arc of a curve to the Left, said curve having a radius of 50.00 feet and being subtended by a chord of South 16°12'00" East, 24.44 feet to a point; thence South 30°20'37" East for a distance of 39.20 feet to a point; thence 197.19 feet along the arc of a curve to the Right,

said curve having a radius of 120.46 feet and being subtended by a chord of South 44°55'00" West, 175.90 feet to a point; thence North 88°11'24" West for a distance of 308.11 feet to a point; thence 76.93 feet along the arc of a curve to the Right, said curve having a radius of 1035.97 feet and being subtended by a chord of North 86°03'46" West, 76.92 feet to a point; thence North 83°56'07" West for a distance of 25.72 feet to a point; thence 55.11 feet along the arc of a curve to the Left, said curve having a radius of 270.63 feet and being subtended by a chord of North 89°46'06" West, 55.01 feet to a point; thence 78.02 feet along the arc of a curve to the Right, said curve having a radius of 155.43 feet and being subtended by a chord of North 81°13'16" West, 77.20 feet to a point; thence North 66°50'26" West for a distance of 111.26 feet to a point; thence 42.00 feet along the arc of a curve to the Left, said curve having a radius of 384.06 feet and being subtended by a chord of North 69°58'24" West, 41.98 feet to a point; thence 122.61 feet along the arc of a curve to the Left, said curve having a radius of 139.91 feet and being subtended by a chord of South 81°47'16" West, 118.73 feet to a point; thence South 56°40'55" West for a distance of 126.84 feet to a point; thence 58.89 feet along the arc of a curve to the Right, said curve having a radius of 137.16 feet and being subtended by a chord of South 68°58'58" West, 58.44 feet to a point; thence South 81°17'02" West for a distance of 26.01 feet to a point; thence North 87°43'55" West for a distance of 289.08 feet to a point; thence North 88°45'11" West for a distance of 236.67 feet to a point; thence 45.04 feet along the arc of a curve to the Right, said curve having a radius of 57.62 feet and being subtended by a chord of North 66°21'37" West, 43.90 feet to a point; thence North 43°58'03" West for a distance of 72.84 feet to a point; thence 77.85 feet along the arc of a curve to the Left, said curve having a radius of 98.18 feet and being subtended by a chord of North 66°40'56" West, 75.82 feet to a point; thence North 89°23'49" West for a distance of 85.23 feet to a point; thence 58.50 feet along the arc of a curve to the Right, said curve having a radius of 80.40 feet and being subtended by a chord of North 68°33'16" West, 57.21 feet to a point; thence North 47°42'42" West for a distance of 47.32 feet to a point; thence 202.78 feet along the arc of a curve to the Left, said curve having a radius of 189.36 feet and being subtended by a chord of North 78°23'28" West, 193.23 feet to a point; thence South 70°55'45" West for a distance of 29.44 feet to a point; thence 128.43 feet along the arc of a curve to the Right, said curve having a radius of 240.50 feet and being subtended by a chord of South 86°13'40" West, 126.91 feet to a point; thence 22.42 feet along the arc of a curve to the Left, said curve having a radius of 178.48 feet and being subtended by a chord of North 82°04'19" West, 22.40 feet to a point; thence North 85°40'13" West for a distance of 166.81 feet to a point; thence 28.10 feet along the arc of a curve to the Left, said curve having a radius of 618.50 feet and being subtended by a chord of North 86°58'19" West, 28.10 feet to a point; thence North 88°16'25" West for a distance of 155.66 feet to a point; thence 67.29 feet along the arc of a curve to the Left, said curve having a radius of 59.42 feet and being subtended by a chord of South 59°17'19" West, 63.75 feet to a point; thence South 26°51'02" West for a distance of 4.50 feet to a point; thence 62.43 feet along the arc of a curve to the Right, said curve having a radius of 36.00 feet and being subtended by a chord of South 76°31'48" West, 54.90 feet to a point; thence 37.32 feet along the arc of a curve to the Left, said curve having a radius of 80.03 feet and being subtended by a chord of North 67°09'00" West, 36.98 feet to a point; thence North 80°30'35" West for a distance of 10.65 feet to a point; thence 25.33 feet along the arc of a curve to the Left, said curve having a radius of 71.46 feet and being subtended by a chord of South 86°24'41" West, 25.19 feet to a point; thence South 76°15'33" West for a distance of 87.76 feet to a point; thence 10.80 feet along the arc of a curve to the Right, said curve having a radius of 81.50 feet and being subtended by a chord of South 80°03'17" West, 10.79 feet to a point; thence

South 83°51'00" West for a distance of 28.45 feet to a point; thence North 01°22'53" East for a distance of 33.44 feet to a point; thence North 07°52'53" West for a distance of 10.34 feet to a point; thence 37.30 feet along the arc of a curve to the Left, said curve having a radius of 102.50 feet and being subtended by a chord of North 18°18'23" West, 37.09 feet to a point; thence North 28°43'53" West for a distance of 25.05 feet to a point; thence 40.13 feet along the arc of a curve to the Right, said curve having a radius of 77.50 feet and being subtended by a chord of North 13°53'47" West, 39.69 feet to a point; thence North 00°56'18" East for a distance of 164.76 feet to a point; thence 61.08 feet along the arc of a curve to the Right, said curve having a radius of 215.15 feet and being subtended by a chord of North 09°04'15" East, 60.87 feet to a point; thence North 17°12'11" East for a distance of 24.53 feet to a point; thence 89.11 feet along the arc of a curve to the Left, said curve having a radius of 224.73 feet and being subtended by a chord of North 05°50'38" East, 88.53 feet to a point; thence North 05°30'55" West for a distance of 46.38 feet to a point; thence 22.81 feet along the arc of a curve to the Left, said curve having a radius of 200.00 feet and being subtended by a chord of North 08°46'58" West, 22.80 feet to a point; thence North 12°03'01" West for a distance of 25.46 feet to a point; thence 17.46 feet along the arc of a curve to the Right, said curve having a radius of 77.50 feet and being subtended by a chord of North 05°35'43" West, 17.43 feet to a point; thence North 00°51'36" East for a distance of 617.19 feet to a point; thence 47.29 feet along the arc of a curve to the Left, said curve having a radius of 1382.50 feet and being subtended by a chord of North 00°07'12" West, 47.29 feet to a point; thence North 01°06'00" West for a distance of 101.91 feet to a point; thence North 01°01'39" East for a distance of 516.47 feet to a point; thence 67.32 feet along the arc of a curve to the Right, said curve having a radius of 287.50 feet and being subtended by a chord of North 07°44'09" East, 67.17 feet to a point; thence North 14°26'40" East for a distance of 24.09 feet to a point; thence 88.66 feet along the arc of a curve to the Left, said curve having a radius of 212.50 feet and being subtended by a chord of North 02°29'31" East, 88.02 feet to a point; thence North 09°27'37" West for a distance of 140.76 feet to a point; thence 21.36 feet along the arc of a curve to the Right, said curve having a radius of 117.50 feet and being subtended by a chord of North 04°15'05" West, 21.33 feet to a point; thence North 00°57'26" East for a distance of 50.62 feet to a point; thence 14.94 feet along the arc of a curve to the Right, said curve having a radius of 77.50 feet and being subtended by a chord of North 06°28'52" East, 14.92 feet to a point; thence North 12°00'19" East for a distance of 30.32 feet to a point; thence 20.02 feet along the arc of a curve to the Left, said curve having a radius of 102.50 feet and being subtended by a chord of North 06°24'34" East, 19.99 feet to a point; thence North 00°48'50" East for a distance of 234.40 feet to the Point of Beginning.

Said easement containing 13.63749 acres, more or less, or 594,049 square feet more or less, as shown on that certain Boundary Survey for The City of Atlanta, Georgia and The Georgia Building Authority prepared by Watts & Browning Engineers, Inc., Job No. 151024, bearing the stamp and seal of VT Hammond, Georgia Registered Land Surveyor No. 2554, dated November 19, 2015, last revised June 1, 2017 and recorded at Plat Book 401, Pages 38-42, Fulton County, Georgia records.

EXHIBIT "E"
TO
AMENDED AND RESTATED QUITCLAIM DEED SUBJECT TO REAL COVENANT
AND RESERVATION OF EASEMENTS

ROADWAY EASEMENT AREA

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To find the **Point of Beginning**, commence at an iron pin placed (1/2" rebar) located at the most southerly margin of the mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, f/k/a Hemphill Avenue) and the southerly right-of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and proceed North 49°18'33" East along said mitered intersection for a distance of 25.55 feet to the **Point of Beginning**.

From the **Point of Beginning** thus established, and continuing along said mitered intersection, North 49°18'33" East for a distance of 4.21 feet to an iron pin placed (1/2" rebar) on the southerly right-of-way line of Woodward Way (50' r/w); thence in a easterly, southeasterly and easterly direction along the southerly and southwesterly right-of-way line of Woodward Way (50' r/w) the following courses and distances:

- 1) South 85°11'53" East, 763.07 feet to a point;
- 2) thence 96.14 feet along the arc of a curve to the Right, said curve having a radius of 487.16 feet and being subtended by a chord of South 79°32'39" East, 95.99 feet to a point;
- 3) thence South 73°53'25" East, 15.74 feet to a point;
- 4) thence 47.07 feet along the arc of a curve to the Right, said curve having a radius of 335.51 feet and being subtended by a chord of South 69°52'15" East, 47.04 feet to a point;
- 5) thence 106.87 feet along the arc of a curve to the Right, said curve having a radius of 964.65 feet and being subtended by a chord of South 62°40'40" East, 106.82 feet to a point;
- 6) thence 42.16 feet along the arc of a curve to the Right, said curve having a radius of 677.66 feet and being subtended by a chord of South 57°43'17" East, 42.16 feet to a point;
- 7) thence South 55°56'20" East, 19.52 feet to a point;
- 8) thence 147.90 feet along the arc of a curve to the Right, said curve having a radius of 741.40 feet and being subtended by a chord of South 50°13'27" East, 147.65 feet to a point;
- 9) thence South 44°30'34" East, 53.55 feet to a point;
- 10) thence 51.60 feet along the arc of a curve to the Right, said curve having a radius of 527.78 feet and being subtended by a chord of South 41°42'31" East, 51.58 feet to a point;
- 11) thence 214.53 feet along the arc of a curve to the Right, said curve having a radius of 985.51 feet and being subtended by a chord of South 32°40'17" East, 214.11 feet to a point;
- 12) thence South 26°26'06" East, 327.39 feet to a point;
- 13) thence 353.96 feet along the arc of a curve to the Left, said curve having a radius of 835.39 feet and being subtended by a chord of South 38°34'24" East, 351.32 feet to a point where said right-of-way line transitions into a 60 foot right-of-way;

14) thence 220.11 feet along the arc of a curve to the Left, said curve having a radius of 323.64 feet and being subtended by a chord of South 70°11'42" East, 215.89 feet to a point;

15) thence South 89°40'42" East, 315.27 feet to a point on the curved intersection formed by the southerly right-of-way line of Woodward Way (60' r/w) with the westerly right-of-way line of Haven Ridge Drive (50' r/w);

thence departing said right-of-way line of Woodward Way (60' r/w) and proceed 62.45 feet along the arc of a curve to the Right, said curve having a radius of 39.76 feet and being subtended by a chord of South 44°40'55" East, 56.23 feet to a point on the westerly right-of-way line of Haven Ridge Drive (50' r/w); thence South 00°18'52" West along the westerly right-of-way line of Haven Ridge Drive (50' r/w) for a distance of 380.24 feet to an iron pin placed (1/2" rebar) at the westerly terminus of Haven Ridge Drive (50' r/w); thence departing said westerly right-of-way line of Haven Ridge Drive and proceed South 74°10'51" East along said terminus for a distance of 52.09 feet to an iron pin found (1/2" rebar) on the easterly terminus of Haven Ridge Drive (50' r/w); thence departing said terminus and proceed South 00°08'40" West for a distance of 10.39 feet to a point; thence North 74°10'51" West for a distance of 55.23 feet to a point; thence North 00°18'52" East for a distance of 389.79 feet to a point; thence 57.74 feet along the arc of a curve to the Left, said curve having a radius of 36.76 feet and being subtended by a chord of North 44°40'55" West, 51.99 feet to a point ; thence North 89°40'42" West for a distance of 315.27 feet to a point; thence 222.15 feet along the arc of a curve to the Right, said curve having a radius of 326.64 feet and being subtended by a chord of North 70°11'42" West, 217.90 feet to a point; thence 355.23 feet along the arc of a curve to the Right, said curve having a radius of 838.39 feet and being subtended by a chord of North 38°34'24" West, 352.58 feet to a point; thence North 26°26'06" West for a distance of 327.39 feet to a point; thence 213.88 feet along the arc of a curve to the Left, said curve having a radius of 982.51 feet and being subtended by a chord of North 32°40'17" West, 213.46 feet to a point; thence 51.31 feet along the arc of a curve to the Left, said curve having a radius of 524.78 feet and being subtended by a chord of North 41°42'31" West, 51.29 feet to a point; thence North 44°30'34" West for a distance of 53.55 feet to a point; thence 147.30 feet along the arc of a curve to the Left, said curve having a radius of 738.40 feet and being subtended by a chord of North 50°13'27" West, 147.05 feet to a point; thence North 55°56'20" West for a distance of 19.52 feet to a point; thence 41.98 feet along the arc of a curve to the Left, said curve having a radius of 674.66 feet and being subtended by a chord of North 57°43'17" West, 41.97 feet to a point; thence 106.54 feet along the arc of a curve to the Left, said curve having a radius of 961.65 feet and being subtended by a chord of North 62°40'40" West, 106.48 feet to a point; thence 46.65 feet along the arc of a curve to the Left, said curve having a radius of 332.51 feet and being subtended by a chord of North 69°52'15" West, 46.62 feet to a point; thence North 73°53'25" West for a distance of 15.74 feet to a point; thence 95.55 feet along the arc of a curve to the Left, said curve having a radius of 484.16 feet and being subtended by a chord of North 79°32'39" West, 95.40 feet to a point; thence North 85°11'53" West for a distance of 766.02 feet to a point of the aforesaid mitered intersection formed by the easterly right-of-way line of Northside Drive, US Highway #41 (variable r/w, f/k/a Hemphill Avenue) and the southerly right-of-way line of Woodward Way (50' r/w, f/k/a Memorial Drive) and the Point of Beginning.

Said easement containing 0.23419 of an acre, more or less, or 10,201 square feet, more or less, as shown on that certain Boundary Survey for The City of Atlanta, Georgia and The Georgia Building Authority prepared by Watts & Browning Engineers, Inc., Job No. 151024, bearing the stamp and seal of VT Hammond, Georgia Registered Land Surveyor No. 2554, dated November 19, 2015, last revised October 20, 2016.

TOGETHER WITH

All of that tract or parcel of land lying and being in Land Lot 145 of the 17th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a mag nail found marking the southeasterly corner of Land Lot 145 (said corner being common to Land Lots 110, 111, 145 & 146); thence departing said Land Lot corner and proceed in a westerly direction along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) North 89°08'44" West, for a distance of 24.85 feet to the Point of Beginning.

From the Point of Beginning thus established, and continuing along the southerly line of Land Lot 145 (said line being common to Land Lots 145 & 146) North 89°08'44" West, for a distance of 683.30 feet to a point; thence departing said southerly line of Land Lot 145 and proceed North 00°51'16" East for a distance of 3.00 feet to a point; thence South 89°08'44" East for a distance of 666.23 feet to a point; thence 58.21 feet along the arc of a curve to the Left, said curve having a radius of 60.83 feet and being subtended by a chord of North 48°51'58" East, 56.01 feet to a point on the easterly line of Land Lot 145 (said line being common to Land Lots 111 & 145); thence South 00°27'12" West along the easterly line of Land Lot 145 for a distance of 18.83 feet to a point; thence departing said easterly line of Land Lot 145 and proceed 33.15 feet along the arc of a curve to the Right, said curve having a radius of 69.83 feet and being subtended by a chord of South 49°38'10" West, 32.84 feet to the Point of Beginning.

Said easement containing 0.05568 of an acre, more or less, or 2425 square feet, more or less, as shown on that certain Boundary Survey for The City of Atlanta, Georgia and The Georgia Building Authority prepared by Watts & Browning Engineers, Inc., Job No. 151024, bearing the stamp and seal of VT Hammond, Georgia Registered Land Surveyor No. 2554, dated November 19, 2015, last revised October 20, 2016.

24-O-xxxx

ELMS ID #35502
AN ORDINANCE BY *Howard Shook*
COUNCILMEMBER HOWARD SHOOK

AUTHORIZING THE CITY OF ATLANTA (“CITY”) TO TRANSFER CERTAIN REAL PROPERTIES LOCATED WITHIN THE CITY COMPRISING THE SITES KNOWN AS ARCHER (FULTON COUNTY, GEORGIA TAX PARCEL IDENTIFICATION NUMBERS 17 0245 LL0208 AND 17 0246 LL0389), BASS FIELD (14 001500130637), CARVER PHASE I (14 0073 LL0194, 14 0056 LL0047, AND 14 0056 LL0062), HARPER (14 006400020135, 14 006400020408, 14 006400020168, 14 006400020218, 14 006400020580, 14 006400020648, 14 006400020630, AND 14 006400020184), AND LECONTE (14F0051LL0616) TO THE ATLANTA INDEPENDENT SCHOOL SYSTEM BY QUITCLAIM DEED; AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY, TO EXECUTE SUCH QUITCLAIM DEEDS AND ALL OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE INTENT OF THIS ORDINANCE; TO WAIVE CERTAIN PROVISIONS OF THE PROCUREMENT AND REAL ESTATE CODE, CITY OF ATLANTA CODE OF ORDINANCES, ARTICLE X; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) holds legal title or has an interest in certain real property and improvements located within the City, comprising the sites known as Archer (Fulton County Tax Parcel Identification Numbers 17 0245 LL0208 and 17 0246 LL0389); Bass Field (14 001500130637); Carver Phase I (14 0073 LL0194, 14 0056 LL0047, and 14 0056 LL0062); Harper (14 006400020135, 14 006400020408, 14 006400020168, 14 006400020218, 14 006400020580, 14 006400020648, 14 006400020630, and 14 006400020184); and LeConte (14F0051LL0616) (collectively, the "Property"), as described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to be a collaborative partner with the Atlanta Independent School System (“APS”) and support its mission to graduate every student ready for college and career; and

WHEREAS, the City has at various points in time acquired the constituent parcels that comprise the Property on behalf of the Atlanta Board of Education, for the purposes of public education, and desires to formally transfer title the Property to APS, acknowledging the long-term use, occupancy and stewardship of the Property by APS; and

WHEREAS, Ordinance 22-O-1893, adopted by Atlanta City Council on January 3, 2023, represented the first in a series of such formal transfers, authorizing the City to convey to APS via quitclaim deed six (6) properties where APS facilities are currently located; and

WHEREAS, the Property that the City presently desires to transfer will clarify and establish legal title to each of the parcels that comprise the Property, a number of which are situated on or near APS school campuses;

WHEREAS, pursuant to the exception in O.C.G.A. § 36-37-6(e)(2)(D) to the state-law procurement requirements, the City desires to transfer the Property to APS for public purposes; and

WHEREAS, the City is acting in its sole discretion in transferring the Property to APS voluntarily and not as the result of any legal obligation to do so.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Property is not useful to or needed by the City and is declared surplus.

SECTION 2. The Chief Procurement Officer or his designee is authorized to obtain a title report and a land survey of the Property, if necessary.

SECTION 3. The City is authorized to transfer the Property, as described in Exhibit A attached hereto and incorporated herein by reference, to the Atlanta Independent School System (“APS”) in an “as is”, “where is” condition for the public purpose of supporting the public educational mission of APS.

SECTION 4. The Mayor or his designee, on behalf of the City, is authorized to effectuate such transfer by executing and delivering quitclaim deed(s) to the Property to APS without any representation or warranty, whatsoever, and subject to all other encumbrances including without limitation all recorded or unrecorded utility easements, and to execute all other documents necessary to effectuate the intent of this ordinance.

SECTION 5. The City Attorney, or her designee, is hereby authorized and directed to prepare the quitclaim deeds in such form and with such terms as the City Attorney deems necessary, appropriate and/or in the interest of the City, along with all other appropriate documents in accordance with and in furtherance of carrying out the purpose and intent of this Ordinance, for execution by the Mayor or his designee.

SECTION 6. Section 2-1572 of the Procurement and Real Estate Code, City Code of Ordinances, Article X, is hereby waived for purposes of this ordinance only to allow for the transfer of the Property, to APS without competitive sealed bidding or the requirement for further authorization by the City Council to approve the transfer of the Property, and to effectuate the purposes of this ordinance.

SECTION 7. That said deeds, instruments, or other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to APS.

Exhibit "A"

PROPERTY

	<u>Property:</u>	<u>Address:</u>	<u>Parcel Identification No.:</u>
1.	Archer	2210 Perry Blvd. NW, Atlanta, GA 0 Perry Blvd. NW, Atlanta, GA	17 0246 LL0389 17 0245 LL0208
2.	Bass Field	326 Moreland Ave. NE, Atlanta, GA	14 001500130637
3.	Carver (Phase I)	1275 Capitol Ave. SW, Atlanta, GA 0 Capitol Ave. SE, Atlanta, GA 0 McDonough Blvd. SE, Atlanta, GA	14 0073 LL0194 14 0056 LL0047 14 0056 LL0062
4.	Harper	206 Poole Creek Rd. SE, Atlanta, GA 180 Poole Creek Rd. SE, Atlanta, GA 0 Poole Creek Rd. SE, Atlanta, GA 146 Poole Creek Rd. SE, Atlanta, GA 140 Poole Creek Rd. SE, Atlanta, GA 3712 Wilson Rd. SE, Atlanta, GA 3710 Wilson Rd. SE, Atlanta, GA 3708 Wilson Rd. SE, Atlanta, GA	14 006400020135 14 006400020408 14 006400020168 14 006400020218 14 006400020580 14 006400020648 14 006400020630 14 006400020184
5.	LeConte	0 Bakers Ferry Rd. SW #Rear, Atlanta, GA	14F0051 LL0616

EXHIBIT "B"

FORM QUITCLAIM DEED
(Fulton County)

Space above this line for recording information

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS QUITCLAIM DEED, made as of the day of _____, by and between the CITY OF ATLANTA, a municipality organized under the laws of the State of Georgia ("Grantor") and ATLANTA INDEPENDENT SCHOOL SYSTEM, an entity created by an Act of the Georgia General Assembly, managed and controlled by the Atlanta Board of Education (hereinafter called ("Grantee") (the words "Grantor" and "Grantee" include their respective successors and assigns).

WITNESSETH that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, by these presents does hereby release, remise, convey, and QUITCLAIM to Grantee the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), commonly known as:

_____.

This conveyance is subject to all matters which may be disclosed by a careful inspection or survey of the Property, any applicable taxes, public rights-of-way, easements and any applicable zoning regulations. Furthermore, Grantor reserves for the benefit of Grantor and its successors and assigns a perpetual, nonexclusive easement over, across, under, and through the Property for the purpose of operating, maintaining, repairing, replacing, expanding, installing and constructing water lines, the storm water sewer lines or detention ponds, the sanitary sewer lines, and related or similar utility facilities that may currently exist over, across, under, and through the Property (collectively, the "Utilities") to channel, distribute or transport water, storm water or sewage, together with all rights, title and interests of Grantor in and to the Utilities, and together with all necessary rights of ingress and egress over, across, under, and through the Property in connection with the same.

This conveyance is authorized by Atlanta City Council Ordinance _____ adopted by the Atlanta City Council and approved by signature of the Mayor or by operation of law pursuant to City Charter Sec. 2-403.

TO HAVE AND TO HOLD the Property to Grantee, "AS-IS, WHERE-IS", without representation or warranty, whatsoever other than neither Grantor, nor any person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to said Property or its appurtenances.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed under seal as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Unofficial Witness

CITY OF ATLANTA, a municipality
organized under the laws of the State
of Georgia

Notary Public
(NOTARY SEAL)

By: _____
Name: ANDRE DICKENS
Title: MAYOR

ATTEST:

By: _____
Title: MUNICIPAL CLERK

APPROVED AS TO FORM:

By: _____
Title: DEPUTY CITY ATTORNEY

4.

Handwritten signature

**A RESOLUTION
BY COUNCILMEMBER HOWARD SHOOK**

AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF WATERSHED MANAGEMENT TO ADJUST WATER AND SEWER SERVICE CHARGES ON CERTAIN CUSTOMER ACCOUNTS INCURRED DUE TO BURST WATER SERVICE LINES, IN THE AMOUNT OF [XXXX DOLLARS AND XX CENTS] (\$XXXX.XX); AND FOR OTHER PURPOSES.

WHEREAS, certain customers (“Customers”) of the Department of Watershed Management (“Department”), as specified in Exhibit “A” attached hereto and incorporated by reference, incurred charges on their water and sewer accounts that are eligible for adjustment; and

WHEREAS, excessive usage for water and sewer services provided by the Department occurred at the Customers’ properties due to water flow resulting from burst service lines; and

WHEREAS, the Customer(s) incurred water and sewer charges totaling [XXXX Dollars and XX Cents] (\$XXXX.XX) as a result of the burst service lines; and

WHEREAS, the Customer(s) have provided sufficient evidence to the Department that the water service lines have been repaired, and the water usage on the Customer’s accounts have reduced back to normal levels after the repairs; and

WHEREAS, in accordance with Section 154-28 of the Atlanta City Code, the Commissioner of the Department of Watershed Management is authorized to adjust water and sewer charges for leaks that have been repaired, but must seek City Council authorization for adjustments in excess of Five Thousand Dollars and Zero Cents (\$5,000.00); and

WHEREAS, in consideration of the repairs made to the water service lines and the reduced usage on the Customers’ accounts, the Commissioner of the Department of Watershed Management recommends adjusting the Customers’ accounts in the amounts noted in Exhibit A, in a total amount of [XXXX Dollars and XX Cents] (\$XXXX.XX)

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Commissioner of the Department of Watershed Management is hereby authorized to adjust the water and sewer accounts of the customers and in the amounts specified in Exhibit A for a total of [XXXX Dollars and XX Cents] (\$XXXX.XX) pursuant to Section 154-28 of the Atlanta City Code of Ordinances.

A RESOLUTION
BY COUNCILMEMBER HOWARD SHOOK

Hand Snd

AUTHORIZING THE CHIEF FINANCIAL OFFICER TO REFUND CUSTOMERS FOR OVERPAYMENTS TO WATER AND SEWER ACCOUNTS IN THE AMOUNT OF [XXXX DOLLARS AND XX CENTS] (\$XXXX.XX); ALL FUNDS TO BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, certain customers of the Department of Watershed Management ("Department"), as specified in the attached Exhibit "A" attached hereto and incorporated by reference, have overpaid fees on their water and sewer account; and

WHEREAS, the final refund amount shall be offset by any amount due from the customer for outstanding water/sewer charges payable at the time that the refund is issued; and

WHEREAS, the Department has determined that the customers are entitled to refunds in the amount of [XXXX Dollars and XX Cents] (\$XXXX.XX).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Chief Financial Officer is hereby authorized to issue a refund to the customers specified in Exhibit "A" for overpayments to their water and sewer account, in a total amount of [XXXX Dollars and XX Cents] (\$XXXX.XX), less any outstanding water/sewer charges due from the customers at the time that the refund is issued, in accordance with Section 2-916 of the Atlanta City Code.

BE IT FINALLY RESOLVED, that the refund shall be charged to and paid from Fund Department Organization and Account Number: 5051 (Water & Wastewater Revenue Fund) 000001 (Balance Sheet Default) 1226009 (Refunds Payable).

6

CDHS

ELMS ID #35467
AN ORDINANCE BY *Howard Shook*
COUNCILMEMBER HOWARD SHOOK

AN ORDINANCE BY THE COMMUNITY DEVELOPMENT/HUMAN SERVICES COMMITTEE WAIVING THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN CHAPTER 2, ARTICLE X, SUBDIVISION II, SECTION 2-1547, PROCUREMENT AND REAL ESTATE CODE OF THE CITY CODE OF ORDINANCES ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION, AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO EXECUTE A LEASE AGREEMENT WITH THE BLUE HERON NATURE PRESERVE, INC., FOR THE PURPOSE OF ENHANCING AND MAINTAINING THE BLUE HERON NATURE PRESERVE PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") owns, and the City of Atlanta Department of Parks and Recreation ("DPR") operates the building, parking lot, and driveway located at 4055 Roswell Road, N.E., Atlanta, Georgia 30342 as depicted on Exhibit A, attached hereto, and incorporated herein (the "Premises"); and

WHEREAS, Blue Heron Nature Preserve, Inc., ("BHNP") is a non-profit organization whose mission is (i) to enhance the quality of life in the BHNP community by empowering neighbors to act collectively for community development, and (ii) to develop, enhance, and maintain the Blue Heron Nature Preserve which is made up of a number of parcels of land located in Northeast Atlanta, Georgia ("Preserve") and is owned by the City, for the benefit of the citizens of Atlanta, its many visitors, and its natural habitat; and

WHEREAS, BHNP has raised over Five Million Dollars (\$5,000,000.00) to date in direct contributions and improvements to the Premises and the Preserve; and

WHEREAS, the City and BHNP have created a cooperative relationship, as BHNP is providing a valuable service to the City consistent with BHNP's undertaking of developing, enhancing, improving, and maintaining the Premises and the Preserve; and

WHEREAS, the City and BHNP desire to enter into this Lease Agreement ("Agreement") and to allow BHNP use of the Premises; and

WHEREAS, BHNP shall be responsible for certain custodial maintenance and minor repairs required to maintain the Premises in good condition; and

WHEREAS, it is in the best interest of the City to enter into the Agreement allowing BHNP use of the Premises; and

WHEREAS, the term of the Agreement is for five (5) years with one (1) additional five (5) year renewal option which may be exercised upon mutual consent of the parties.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS,
AS FOLLOWS:**

SECTION 1: The requirements of the Procurement Code of the City Code of Ordinances, Article X, Subdivision II, Section 2-1547 are hereby waived to the extent there is any conflict with this Ordinance.

SECTION 2: The Mayor, or his designee, is hereby authorized, on behalf of the City, to execute a lease agreement (“Agreement”), in substantially similar form as attached hereto as Exhibit “B” and incorporated herein by reference, with BHNP for the lease of the Premises located at 4055 Roswell Road, N.E., Atlanta, Georgia 30342.

SECTION 3: The Agreement term shall be for five (5) years with one (1) additional five (5) year renewal option to be exercised upon mutual consent of the parties and approval of the Atlanta City Counsel.

SECTION 4: The City Attorney is hereby authorized and directed to prepare the Agreement and all appropriate documentation for execution by the Mayor or his designee in order to effectuate the actions contemplated by this Ordinance.

SECTION 5: The Mayor or his designee is authorized to execute and deliver on behalf of the City, such other documents, certificates, papers, and instruments as are necessary, appropriate, advisable, or required to effectuate the purpose and intent of this Ordinance, and to consummate the actions contemplated by this Ordinance and the proposed Agreement.

SECTION 6: All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only and only to the extent of the conflict.

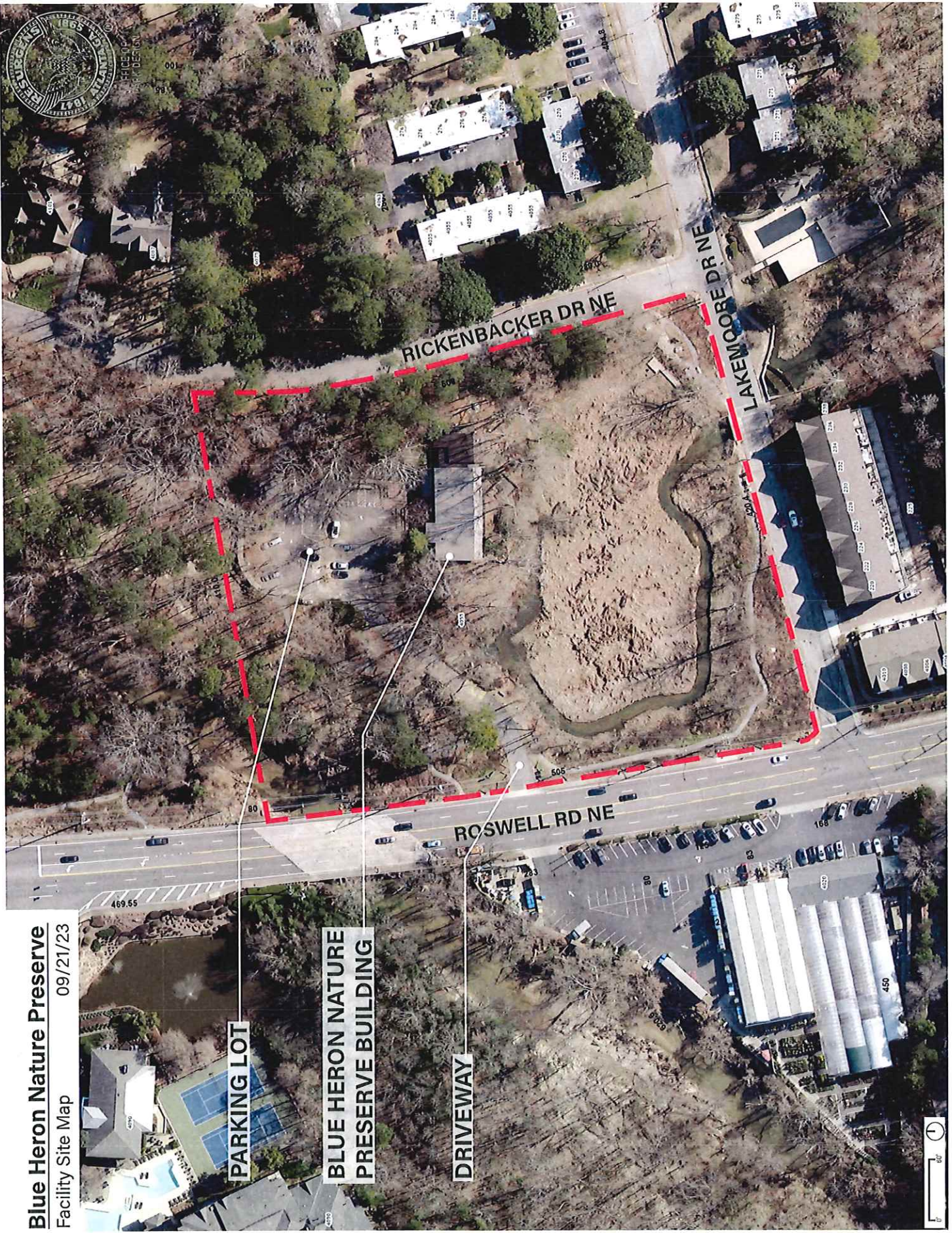
SECTION 7: The Agreement shall not become binding upon the City, and the City shall incur no obligation or liability until the same has been signed by the Mayor or his designee, approved as to form by the City Attorney or her designee, attested by the Municipal Clerk or her designee, and delivered to BHNP.

Exhibit "A"

Depiction of the Premises
(See Attached)

Exhibit "B"

Form Lease Agreement
(See Attached)



Blue Heron Nature Preserve
Facility Site Map

09/21/23

PARKING LOT

**BLUE HERON NATURE
PRESERVE BUILDING**

DRIVEWAY

RICKENBACKER DR NE

LAKEMOORE DR NE

ROSWELL RD NE



CITY OF ATLANTA DEPARTMENT OF PARKS AND RECREATION
LEASE AGREEMENT

with

BLUE HERON NATURE PRESERVE, INC.

for

USE OF THE BHNP CENTER
OWNED BY THE DEPARTMENT OF PARKS AND RECREATION

This Lease Agreement ("Lease Agreement") is made and entered into as of the _____ day of _____, 20__ ("Effective Date"), by and between the City of Atlanta, a municipal corporation of the State of Georgia ("City"), and Blue Heron Nature Preserve, Inc. ("BHNP"), a Georgia 501(c)(3) nonprofit organization ("BHNP") (individually, a "Party" and collectively, the "Parties").

WITNESSETH THAT:

WHEREAS, BHNP is a non-profit organization whose mission is (i) to enhance the quality of life in the BHNP community by empowering neighbors to act collectively for community development, and (ii) to develop, enhance and maintain the Blue Heron Nature Preserve which is made up of a number of parcels of land located in Northeast Atlanta, Georgia and is owned by the City of Atlanta, for the benefit of the citizens of Atlanta, its many visitors and its natural habitat ("Preserve"); and

WHEREAS, the City owns and the City of Atlanta Department of Parks and Recreation operates the building, parking lot, and driveway located at 4055 Roswell Road, N.E., Atlanta, Georgia 30342 as described in Exhibit A, attached hereto and incorporated herein (the "Premises"); and

WHEREAS, BHNP has raised over Five Million Dollars (\$5,000,000.00) to date in direct contributions and improvements to the Premises and the Preserve; and

WHEREAS, the City and BHNP have created a cooperative relationship, as BHNP is providing a valuable service to the City consistent with BHNP's undertaking of developing, enhancing, improving and maintaining the Premises and the Preserve; and

WHEREAS, the City and BHNP desire to enter into this Lease Agreement and to allow BHNP use of the Premises; and

WHEREAS, BHNP shall be responsible for certain custodial maintenance and minor repairs required to maintain the designated Premises in good condition; and

WHEREAS, it is in the best interest of the City to enter into the Lease Agreement allowing BHNP use of the Premises.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions herein below set forth, the Parties hereto do hereby agree as follows:

1. Lease

The City hereby leases the Premises to BHNP upon all the conditions set forth herein. The Premises are and shall be at all times subject to this Lease Agreement, and except as otherwise modified by this Lease Agreement, this Lease Agreement shall remain in full force and effect. BHNP hereby accepts the lease of the Premises and acknowledges that it has reviewed and is familiar with all of the terms, agreements, covenants, and conditions of this Lease Agreement.

2. Use of the Premises

2.01 Permitted Uses of the Premises

- 2.01.1 The Premises shall be used for administrative, operational, and programming purposes.
- 2.01.2 The Premises shall allow for meeting space related to BHNP operations.
- 2.01.3 The Premises shall allow for community event rentals and related programming.
- 2.01.4 (a) The City reserves the right to use the Premises at any time provided that the City's use does not conflict or unreasonably interfere with BHNP's programming at or use of the Premises. The City will provide BHNP with reasonable notice, of any planned use, which notice shall include the duration and scope of the planned use.
(b) BHNP shall not be liable for any damage to or loss of the Premises (or any portion thereof) in connection with City's use of the Premises;
- 2.01.5 The Premises will be managed and operated consistent with standard City Park facility hours as established by the Department of Parks and Recreation ("DPR").
- 2.01.6 The Premises shall not be used for any other purpose without prior written consent from the Commissioner or his/her designee.

2.02 Restrictions on Use of the Premises Allowed

- 2.02.1 The BHNP will use and occupy the Premises in accordance with the terms of the Lease Agreement and will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Lease Agreement, or render the City liable for any damage, charge or expense thereunder, except as otherwise permitted pursuant to the terms of this Lease Agreement.

2.02.2 BHNP shall not do, or cause anything to be done in or about the Premises, or bring or keep anything thereon which will increase in any material way the rate of fire insurance; or create a nuisance; or in any way obstruct or interfere with the permitted use of the Premises or the other businesses therein; or commit or suffer to be committed any waste in the Premises ; or use the Premises for any improper, immoral, or unlawful purpose; or place any loads upon the floor, walls, or ceiling which will endanger the structure; or do anything in any way tending to materially injure the reputation of the City or the appearance of the Premises.

2.02.3 BHNP shall not vacate nor abandon the Premises other than in the event of a termination of this Lease Agreement or Lease Agreement by BHNP or the City.

3. Term

This Lease Agreement will commence on the Effective Date and continue for a term of five (5) years ("Term"), with an option to renew for an additional five (5) year term on the same terms and conditions, subject to the mutual consent of the Parties and approval by the Atlanta City Council.

3.01 Acceptance of the Premises

BHNP accepts the Premises in its current "AS IS, WHERE IS" condition "WITH ALL FAULTS". The City and BHNP agree to complete a walk through to document condition of the Premises before BHNP begins to access the Premises.

3.02 Rights of Termination

Either of the Parties shall have the right to terminate this Lease Agreement with or without cause at any time during the Term or any renewal thereof by giving written notice.

3.03 Surrender of Property

BHNP shall surrender and deliver peaceably to the City possession of the Premises at the end of the Term, whether by termination, expiration, or otherwise. Subject to any improvements made during the Term, the Premises shall be delivered in a condition similar to that which existed on the Effective Date or such better condition as exists during the Term, except for reasonable wear and tear arising from use of the Premises. BHNP shall remove its signs and trade fixtures from the Premises and shall surrender the Premises and appurtenances thereto in a clean and neat condition. All keys to the Premises shall be delivered to the Commissioner by BHNP. Any personal property belonging to BHNP and left in the Premises at the expiration or earlier

termination of this Lease Agreement shall, at the option of the City, be deemed to be abandoned by BHNP and shall, at the option of the City, become the property of the City or removed from the Premises by the City at BHNP's expense.

4. Utilities

The City shall install, maintain, repair, replace and pay directly the cost of all utilities, when applicable, serving the Premises, including without limitation water, sewer, gas, electricity and shall pay all charges for utility services to the Premises promptly when due. BHNP shall install, maintain, repair, replace and pay directly the cost of telephone and internet cable service, and shall pay all charges for these and similar services to the Premises promptly when due.

5. Maintenance of the Premises

BHNP shall be responsible for all routine repairs and maintenance of the Premises, including routine maintenance on adjacent and surrounding parking lots, throughout Term. If funding is available, the City will be responsible for required capital repairs as determined by the Commissioner of Premises and Recreation or designee, including by way of example, replacement of HVAC systems, replacement of roof systems, and plumbing and electrical systems providing water and power to the Premises. Subject to the City's obligations in this section 5, BHNP shall keep and maintain the Premises and all improvements, equipment and fixtures existing therein in good and sanitary order and repair and in good, safe, and presentable condition, all at no cost or expense to the City. As part of its routine maintenance of the Premises, BHNP shall provide, among other things, janitorial, and pest control services. Pest control services shall include without limitation termite control services. If after thirty (30) days written notice from the City, BHNP fails to maintain or repair, consistent with and to the extent required by this section 5, the Premises, or any portion thereof, then the City may, but shall not be obligated to, enter the Premises and perform such maintenance or repair, and BHNP shall pay the cost thereof to the City upon demand; provided, however, that if such repairs cannot be completed within said thirty-day period, then BHNP shall not be in default and the City may not exercise its option herein if BHNP has commenced repairs within said thirty-day period and diligently pursues same to completion.

6. Improvements

6.01 Plans; City Approvals; BHNP Obligations

If BHNP develops plans for capital improvement ("Plans") of the Premises, which improvement is reasonably projected to cost \$1,000,000.00 or more ("Major Improvements"), the Plans shall be submitted to the Commissioner for review and approval by the City prior to commencement of any work thereon at BHNP's sole cost and expense. The City's review and approval process may include, but not be limited to, review and approval by the Neighborhood

Planning Unit, the Urban Design Commission, and the Atlanta City Council and the Mayor.

7. Improvements

7.01 Contractors Hired

With respect to the construction of any improvements to the Premises, BHNP shall hire contractors who are reasonably acceptable to the City. All contractors shall be required to provide the City with certificates of general liability and other insurance coverage in such Lease Agreements and with endorsements described in Section 13 herein below. BHNP shall obtain and pay all fees for all permits required by the City or other legal jurisdictions, as applicable, for all improvements to the Premises and shall furnish copies of such permits to the Commissioner or her/his designee prior to commencement of any work.

7.02 Removal and Demolition

BHNP shall not remove or demolish, in whole or in part, any improvements located in or on the Premises without the prior written consent of the Commissioner, who may, in her/his discretion, condition such consent upon the obligation of BHNP to replace the same by an improvement specified in such consent, but the Commissioner shall not withhold consent unreasonably and shall not impose unreasonable conditions on the consent.

7.03 Title

Title to any and all improvements made by BHNP to, in, or upon the Premises shall pass to and be vested in the City, subject to this Lease Agreement, upon completion of each improvement.

8. Trash and Refuse

8.01 Removal and Disposal

The City shall arrange for the removal and disposal of trash, clippings, refuse, garbage, and other debris at its cost and at no cost or expense to BHNP similar to what the City provides to other parks and park facilities in its inventory and in accordance with applicable laws and ordinances. Additional debris removal services above what is provided to other parks and park facilities is the responsibility of BHNP.

8.02 Storage Containers

Trash, clippings, refuse, garbage, and other debris shall be stored appropriately

in containers suitably screened, pending their removal and disposal, and BHNP shall use reasonable efforts to ensure that such storage does not generate odors, attract rodents or insects, or become offensive in any manner.

8.03 Deleterious Wastes

BHNP shall obey any and all applicable laws, procedures, standards, and regulations of Federal, State, County, and City authorities regarding petroleum products and other deleterious wastes, including but not limited to regulations regarding entrance of those products into the sewage and storm water drainage systems and the required treatment of those products. In the event that BHNP violates this provision, and/or the City is required by any Federal or State agency having jurisdiction in such matters, to pay a fine, penalty, or incur other costs, due to the failure of BHNP to comply with this subsection, then in such event, provided BHNP has been given the prior opportunity to defend itself or participate in any defense by the City, BHNP shall reimburse the City the full amount of such fine, penalty, and/or costs promptly upon receipt of invoice therefor from the City, and in addition, the provisions set forth in the first paragraph of Section 10.03 (Hazardous Substances) below, regarding BHNP's obligations to the City, shall apply. For purposes of this subsection 8.03, deleterious waste shall not include materials which are deemed hazardous materials, as set forth in Section 10.03 below.

9. Encumbrances and Liens

BHNP shall not encumber or permit the encumbrance of the Premises or any improvements that it places thereon by mortgage, deed or trust, or other instrument. BHNP shall keep the Premises and all improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by BHNP, BHNP's employees, agents, sublessees, contractors and/or subcontractors. BHNP shall hold the City harmless from any such liens (including any encumbrance which did not receive prior written consent of the City) and, if City discharges any such liens because BHNP has not satisfied its obligations under this Section 9 on a reasonably timely basis, shall pay to the City, upon demand, the cost of discharging such liens with interest at the rate of six (6%) percent per annum from the date of such discharge, together with reasonable attorney's fees in connection with the settlement, trial, or appeal of any such lien matter. It is understood, however, that BHNP may pay any such liens under protest and without liability, cost or expense to the City, and that BHNP may also satisfy its obligation hereunder to discharge any lien by bonding off such lien.

10. Compliance with Laws and Regulations

10.01 General Compliance

BHNP shall not omit or fail to do anything, or do or permit anything to be done on or about the Premises, or bring or keep anything in the Premises or in any

improvement erected therein, which will in any way conflict with any material law, ordinance, rule or regulation required to be kept and observed by BHNP which is now in force or which may hereinafter be enacted or promulgated by any public authority having jurisdiction over the Premises. BHNP shall, at its own expense, promptly comply with any and all municipal, county, state and federal statutes, regulations and/or requirements applicable or in any way relating to BHNP's use and occupancy of the Premises.

10.02 Drug-Free Workplace Policy

BHNP acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City property and thus at or in the Premises. Violation of this provision of this Lease Agreement may result in immediate termination of the Lease Agreement by the City.

10.03 Hazardous Materials.

10.03.1 Definitions. As used in Section 10.03 of this Agreement, the following terms shall have the meanings defined below:

- i. "***Environmental Laws***" means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, governmental requirements, and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Sections 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any

applicable permits.

- ii. "**Hazardous Materials**" means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," "pollutant," or "emerging contaminants" (or words of similar import) within the meaning of or regulated or addressed under any Environmental Law. Without limiting the generality of the foregoing, Hazardous Materials includes: significant mold; petroleum and petroleum products and compounds containing them or derived from them, including gasoline, diesel fuel, oil, and other fuels and petroleum products or fractions thereof; pesticides and herbicides; radon; carcinogenic materials; explosives; flammable materials; infectious materials; corrosive materials; mutagenic materials; radioactive materials; polychlorinated biphenyls (PCBs), and compounds containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or aboveground storage tanks, whether empty or containing any substance; any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law; and any other substance the presence of which on, under, or about the Premises is regulated or prohibited by any Governmental Authority. Notwithstanding the foregoing, any existing contaminants which would otherwise constitute a Hazardous Material, as defined herein shall be deemed a Hazardous Material for purposes of this Agreement only to the extent that such existing contaminants are subject to remediation or removal by Lessee pursuant to the provisions below.
- iii. "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including abandoning, or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material. Notwithstanding the foregoing, Release shall not include the safe and lawful use and storage by Lessee or any of Lessee Party of prepackaged supplies, cleaning materials, petroleum products, and other substances in such quantities and types as are customarily used in the operation and maintenance of properties that are comparable to the Premises so long as all the foregoing are used, stored, handled, transported, and disposed of in compliance with Environmental Laws; and

10.03.2 From and after the Effective Date, Lessee shall not bring or deposit, or allow its contractors, officers, directors, employees, agents, successors, and assigns (collectively, "Lessee Parties") to bring or deposit, in, on, under, about, or upon the Premises any pollutant or Hazardous Materials, except for substances ordinarily used in the care, maintenance and operation of the Premises and in compliance with applicable law and all other applicable provisions of this

Lease.

- 10.03.3 From and after the Effective Date, Lessee and Lessee Parties shall not cause any of the following to occur on the Premises: (A) any generation, treatment, recycling, storage or disposal of any Hazardous Materials except as defined in Section 14.1; (B) installation of any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of Hazardous Materials; (C) installation or operation of any landfill or solid waste disposal area; (D) installation of any asbestos-containing material as defined by the Toxic Substances Control Act; (E) use of any polychlorinated biphenyl (PCB) in hydraulic oils, electric transformers, or other equipment; (F) use of any substance or materials containing per- or polyfluoroalkyl substances (PFAS or PFOA) or any substances or materials containing precursors to PFAS or PFOA; or (G) any release or threatened release of Hazardous Materials to the environment in forms or quantity requiring reporting or remedial action under Environmental Laws. In addition, Lessee warrants that it will not violate Environmental Laws on the Premises.
- 10.03.4 To the fullest extent permitted by law, Lessee agrees to promptly indemnify, protect, defend and hold harmless Lessor and Lessor's contractors, officers, directors, employees, agents, successors, and assigns (collectively, "Lessor Parties") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the Release of Hazardous Materials on, in, under, or about the Premises which are caused by Lessee or any Lessee Parties during the Term of this Lease, or were present on the Premises at any time prior to the Term of this Lease, including arising from or caused in whole or in part, directly or indirectly, by (i) Lessee's or Lessee Parties' actual, proposed or threatened use, treatment, storage, transportation, holding, existence, disposition, manufacturing, control, management, abatement, removal, handling, transfer, generation or Release (past, present, or threatened) of Hazardous Materials to, in, on, under, about, or from the Premises in violation of Environmental Laws or this Lease; (ii) any past, present, or threatened non-compliance or violations of any Environmental Laws in connection with Lessee and/or Lessee's particular use of the Premises; (iii) personal injury claims; (iv) the payment of any environmental liens, or the disposition, recording, or filing or threatened disposition, recording or filing of any environmental lien encumbering or otherwise affecting the Premises; (v) diminution in the value of the Premises; (vi) damages for the loss or restriction of use of the Premises, including prospective rent, lost profits and business opportunities; (vii) sums paid in settlement of claims; (viii) reasonable attorneys' fees, consulting fees, and expert fees; (ix) the cost of any investigation of site conditions; and (x) the cost of any repair, clean-up, or remediation ordered by any governmental or quasi-governmental agency or body. Lessee's obligations hereunder shall include, without limitation, and

whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup, or detoxification or decontamination of the Premises, or the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. For purposes of the indemnity provisions in this Section, any acts of Lessee and/or Lessee's Parties or others acting for or on behalf of Lessee (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Lessee. The provisions of this Section will survive the expiration or termination of this Lease.

10.03.5 Lessee agrees to promptly notify Lessor of any Release of Hazardous Materials on, in, under, or about the Premises which Lessee becomes aware of during the Term of this Lease, whether caused by Lessee or any other persons or entities. In the event of any release of Hazardous Materials caused by or discovered by Lessee or any of Lessee's Parties, Lessor shall have the right, but not the obligation, to cause Lessee, at Lessee's sole cost and expense, to immediately take all reasonable steps Lessor deems necessary or appropriate to remediate such Release and prevent any similar future release as required by Environmental Law to the satisfaction of Lessor. Lessee will, upon the request of Lessor at any time during which Lessor has reason to believe that Lessee is not in compliance with this Section (and in any event no earlier than sixty (60) days and no later than thirty (30) days prior to the expiration of this Lease), cause to be performed an environmental audit of the Premises at Lessee's expense by an established environmental consulting firm reasonably acceptable to Lessor. If the environmental audit determines that corrective or remedial action is required, Lessee shall immediately perform the same at its sole cost and expense.

11. Non-Discrimination

11.01 Certification of Non-Discrimination Covenant

By execution of this Lease Agreement, BHNP certifies that, during the Term, it shall be bound by and comply with the following statement:

"BHNP shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, disability, sexual orientation, or gender identity in the selection and treatment of its staff, participants, volunteers, contractors, subcontractors, sublessees, or with regard to any decisions or actions arising from this Lease Agreement."

As used here, the words 'shall not discriminate' shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for programs, clubs, or training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

A material violation of this Section 11 by BHNP, shall at the option of the Mayor or his designee, operate to void and terminate this Lease Agreement should the Mayor or her designee so declare.

12. Transfer of Title or Rights

12.01 Limitations on Assignment, Transfer

BHNP shall not sell, assign, or transfer this Lease Agreement without the prior written consent of the City. Section 18.02 of this Lease Agreement, regarding unreasonable withholding of consent, shall not apply to this Section 11.01. The City shall have the right to charge a rental rate up to fair market value at the time of any sale, assignment or transfer. No assignee for the benefit of BHNP's creditors, and no trustee, receiver or referee in bankruptcy shall acquire any rights under this Lease Agreement by virtue of this paragraph.

12.02 Subletting

BHNP shall not assign this Lease. BHNP may sublease portions of the Premises upon prior written consent of the Commissioner. Any revenue not authorized herein received by the Lessee or any sublessee or other user of the Premises, arising out of its use of the Premises, shall inure immediately and completely to the City. BHNP shall assume all responsibility and liability for all acts, omissions, repairs, costs, and expense of any third party authorized or operating at the direction or on behalf of BHNP at or on the Premises.

12.03 Any attempted assignment, lease or other transfer or encumbrance by BHNP in violation of the terms and covenants of this Section 12 shall be void.

13. Liability, Indemnity, and Insurance

13.01 City's Liabilities

The City shall not in any way be liable or responsible for any loss or damage or expense that the BHNP or its sub-tenant may sustain or incur in its occupancy and use of the Premises hereunder; provided that the City shall be responsible for any claim, damage, loss or expense attributable to intentional or sole negligent acts, errors or omissions by the City, its consultants/contractors or their officers, agents or employees, or its consultants'/contractors' subconsultants/subcontractors, or their officers, agents or employees; and provided further that nothing in this Section 13.01 shall in any way limit the provisions of Section 2.01.4(b).

13.02 Indemnification and Hold Harmless

(a) Releases and Indemnification:

BHNP hereby releases and shall indemnify, protect, defend, and hold harmless the City, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, arising out of, by reason of or resulting from BHNP's failure to perform or observe any of the terms or conditions of this Lease Agreement, or in any way related to BHNP's use or occupancy of the Premises, or in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of BHNP, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Lease Agreement.

(b) Negligence and Waiver

BHNP's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to the extent that the liability is caused by the willful misconduct, intentional tortious act or omission, or sole negligence of the party released, indemnified, or held harmless or is directly caused by the City's use of the Premises. BHNP specifically waives any immunity provided against this indemnity by an industrial insurance or workers' compensation statute. BHNP further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Lease Agreement. This Section 12.02 shall survive any termination or expiration of this Lease Agreement.

13.03 Insurance and Bonding Requirements

13.03.1 General Preamble

The following general requirements apply to BHNP, but where appropriate may be satisfied by BHNP's contractors and subcontractors who perform work directly or indirectly for BHNP in, at, or on the Premises. Compliance is required by all sub-lessees of any tier. Insurance and bonding requirements are based on information received as of the date of this Lease Agreement. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Lease Agreement.

13.03.2 Evidence of Insurance Required Before Work Begins

BHNP or its sub-lessee shall not allow its contractors or sub- contractors to commence any work of any kind pursuant to this Lease Agreement until all insurance and bond requirements contained in this Lease Agreement shall have been complied with, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. Certificates of insurance evidencing the same shall be furnished to the City no later than fifteen (15) business days prior to the commencement of BHNP Lease and shall state that such policies are not cancelable without ten (10) days written notice of cancellation to the City. In addition, the City requires an additional insured endorsement confirming, to the extent applicable, the Commercial General Liability Coverage, Auto Insurance, and Property Insurance.

13.03.3 Minimum Financial Security Requirements for Insurers

Any and all companies providing insurance required pursuant to this Lease Agreement must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance or Bonds under this Lease Agreement must have a current:

- i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX;
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts;
- and,

Furthermore, all bid, performance and payment bonds must be issued by a U. S. Treasury Circular 570 listed company. If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to BHNP, who shall promptly itself, or require its contractor to, obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of BHNP to furnish, deliver, and maintain such insurance or bonds as herein provided, this Lease Agreement, at the election of the City, may be declared forthwith suspended, discontinued, or terminated. Failure of BHNP to take out and/or to maintain any required insurance or bonds shall not relieve BHNP from any liability under this Lease Agreement, nor shall these requirements be construed to conflict with the obligation of this

Lease Agreement concerning indemnification.

13.03.4 Insurance Required for Duration of Lease Agreement

Any and all insurance and bonds required pursuant to this Lease Agreement shall be maintained during the entire Term of this Lease Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of City. The City shall have the right to inquire into the adequacy of the insurance coverage set forth in this Lease Agreement and to negotiate such adjustments as reasonably appear necessary.

13.03.5 Mandatory 30-day Notice of Cancellation or Material Change

The City shall, without exception, be given no fewer than thirty (30) days' notice prior to cancellation for other than non-payment of premiums or for material change of any insurance or bond required by this Lease Agreement. Non-payment of premiums shall require 10 days' prior notice of cancellation. Confirmation of this mandatory

30 days' notice of cancellation shall appear on the ACORD Certificate of Insurance and on any and all bonds and insurance policies required by this Lease Agreement.

13.03.6 City as Additional Insured

The City shall be covered as an Additional Insured, if applicable, under any and all insurance and bonds required pursuant to this Lease Agreement, and such insurance shall be primary with respect to the additional insured, except for interest in improvements and betterments installed by BHNP in, at, or on the Premises, BHNP shall be covered as a loss payee. Confirmation of this shall appear on the additional insured endorsement for the commercial general liability coverage, and on the ACORD Certificate of Insurance, and on any and all applicable insurance policies.

13.03.7 Mandatory Contractor and Subcontractor Compliance

BHNP shall incorporate a copy of these insurance, bond, and indemnification and hold harmless requirements in each and every contract with each and every contractor and/or subcontractor of any tier, and shall require each and every contractor and/or subcontractor of any tier to comply with all such requirements. BHNP agrees that if for any reason any contractor and/or subcontractor fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by BHNP at BHNP's expense.

13.03.8 Authorization and Licensing of Agent

Each and every agent acting as authorized representative on behalf of a company affording coverage pursuant to this Lease Agreement shall warrant when signing the ACORD Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the ACORD Certificate of Insurance as evidence of such coverage. [CONFIRM THAT AGENT WILL MAKE THIS WARRANTY: The agent shall also warrant that where the City's coverage requirements may be broader than the original policies, the requirements for these terms and conditions have been conveyed to the company.] In addition, each and every agent shall warrant when signing the ACORD Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

13.04 Workers' Compensation and Employer's Liability Insurance

BHNP shall procure and maintain workers' compensation (to the extent required under applicable law) and employer's liability insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under this Lease Agreement:

Workers' CompensationStatutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

Contractors and sub-contractors who perform work directly or indirectly for BHNP at the Premises shall also maintain the above-described insurance for their employees. Compliance is required by all sub-lessees of any tier.

13.05 Commercial General Liability Insurance

BHNP shall procure and maintain commercial general liability insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- (1) Contractual Liability
- (2) Broad Form Property Damage
- (3) Premises Operations

- (4) Personal Injury
- (5) Fire Legal Liability
- (6) Medical Expense
- (7) Independent Contractor/Consultants/Subcontractor/Consultants
- (8) Products – Completed Operations
Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- (9) Waiver of Subrogation in favor of the City of Atlanta
- (10) Sexual Abuse/Molestation

13.06 Abuse and Molestation Insurance

Contractor/Consultant must procure and maintain Abuse and Molestation Insurance in an amount not less than \$1,000,000 each occurrence/aggregate. This coverage may be endorsed under the Commercial General Liability Insurance.

13.07 Commercial Automobile Liability Insurance

Every contractor and/or subcontractor performing work on the Premises on behalf of BHNP shall procure and maintain automobile liability insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limits for each occurrence. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor and/or subcontractor does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the contractor's and/or subcontractor's personal automobile policy or the comprehensive general liability coverage required under this Lease Agreement.

13.08 Property Insurance

BHNP shall procure and maintain property insurance covering all forms of risk on the Premises, on all BHNP's improvements to the Premises and any other interests of BHNP, if applicable, in or about the Premises, including inventory, supplies, and other property of BHNP located in the Premises, insuring against the perils of fire, lightning, extended coverage, vandalism, malicious mischief, glass breakage, and sprinkler leakage, in an amount equal to the full replacement value of such property, and the full replacement value of BHNP's improvements and any other interests of BHNP in or about the Premises. All deductibles shall be the sole responsibility of BHNP.

13.09 Commercial Umbrella Liability Insurance

BHNP shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Automobile Liability (if applicable), and the Workers' Compensation Liability (if applicable) to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum combined single limits stated herein shall be \$2,000,000 per occurrence and \$2,000,000 aggregate.

13.10 Builder's Risk Insurance

Any contractor and/or subcontractor performing work on the Premises shall procure and maintain builder's risk insurance which provides "All-Risk" coverage on the Premises, structure or work and property of the City of Atlanta in the care, custody and control of the Contractor. The a Lease Agreement of such insurance shall at all times be equal to 100 percent of the value of the contract work at the time of loss or 100 percent of the a Lease Agreement paid to the Contractor for work performed, whichever is greater. The policy or policies shall be in the name of the City and Contractor as their interest shall appear, and this shall be so stated on the ACORD Certificate of Insurance.

14. Property Insurance; Damage or Destruction of the Premises

14.01 Repair and Rebuilding

Each of the Parties hereto shall insure its respective interest in the Premises. In this regard, the BHNP shall comply with the provisions of Section 13 above. In the event of damage to or destruction of the Premises by fire or other casualty or otherwise, the Parties shall repair or rebuild the Premises to the extent of their respective interests with all reasonable diligence and dispatch so as to restore it, as nearly as possible, to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed upon between BHNP and the City, and further subject to the provisions of Section 20 below.

14.02 Option of City Not to Repair or Rebuild

If the entire Premises is so substantially damaged or destroyed that the City reasonably determines that rebuilding the Premises is not prudent or BHNP reasonably determines that continuing this Lease Agreement is not prudent, then City may elect within sixty (60) days of the date of the damage or destruction not to rebuild and within such period so notify BHNP or BHNP may elect within the same 60-day period not to continue this Lease Agreement and within such period so notify City. In such event, the insurance proceeds paid on claims filed by the City relative to losses sustained by the City under insurance policies obtained by the City shall be payable to the City, insurance proceeds paid on claims filed by BHNP relative to losses sustained by BHNP under insurance policies obtained by BHNP shall be payable to BHNP, and all other

claims shall be paid as the interests of the Parties may appear, and this Lease Agreement shall be terminated as of the tenth day after the date of such applicable notification.

14.03 Failure of the City to Repair or Rebuild

If the damage or destruction is so extensive that the Premises cannot reasonably be used by BHNP to conduct its business and the City fails to proceed within sixty (60) days with repair and rebuilding as required herein and to diligently proceed thereafter to pursue such repair and rebuilding as required herein to completion, BHNP may terminate this Lease Agreement for default.

15. Default by BHNP

15.01 Events of Default

BHNP shall be in default under this Lease Agreement if:

15.01.1 Failure to Abide by the Lease Agreement's Terms

BHNP shall fail to keep, perform, or observe any term, covenant, or condition of this Lease Agreement to be kept, performed, or observed by BHNP and shall not cure such failure within thirty (30) days after receipt of written notice from or on behalf of the City of such failure.

15.01.2 Abandonment of the Premises or Cessation of Services

BHNP abandons the Premises or ceases providing services at the Premises for thirty (30) days' or more, except when such abandonment and cessation is due to fire, earthquake, strike, governmental action, default by the City, or any other cause beyond the reasonable control of BHNP.

15.01.3 Misrepresentation

BHNP intentionally and willfully misrepresents to the City any material fact regarding its ability to enter into this Lease Agreement.

15.02 City's Remedies

If default is made by BHNP, as described in section 15.01 above and not cured within the applicable cure period, the City may pursue any one or more of the following remedies:

15.02.1 Termination

The City may terminate this Lease Agreement as provided in

Section 3.02 above.

15.02.2 Possession

Without any showing of need or the presence of any statutory or common law grounds, all of which requirements are hereby expressly waived by BHNP, upon termination of this Lease Agreement by the City due to BHNP's default, the City may take possession of the Premises exclusive of trade fixtures, inventory, and personal property, and re-let all or any portion thereof.

15.02.3 Other Remedies

The City may exercise any and all other rights or remedies available at law or in equity, including, without limitation, the right to obtain restraining orders, injunctions, and decrees of specific performance.

20.02.4 Remedies Cumulative

All rights and remedies of the City created by this Lease Agreement or existing at law or in equity are cumulative and the exercise of any one (1) or more rights or remedies by the City does not exclude or waive the City's right to exercise any other remedies.

16. Reserved.

17. City Inspection of the Premises

The City shall have the right, upon not less than 48 hours' prior notice to BHNP, and at any reasonable time during normal business hours, to inspect the Premises for the purpose of determining whether BHNP is complying with the terms and conditions hereof or for any other purpose incidental to the rights of the City. In the event of an emergency, the City shall have the absolute right to take such action therein as may be required for the protection of persons or property. BHNP shall assure the City of emergency access to the Premises by providing emergency telephone numbers at which BHNP or its agent may be reached on a 24-hour basis. For non-emergencies, the City's employee or representative shall be escorted by an authorized BHNP employee.

18. Waivers

No waiver by either Party at any time of any of the terms, conditions, or covenants of this Lease Agreement, or noncompliance therewith, shall be deemed as a waiver at any time thereafter of the same or any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof by the other. No option, right, power, remedy, or privilege of either Party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to each Party by this Lease Agreement are

cumulative and no one of them shall be exclusive of the others or exclusive of any remedies provided by law except as specifically provided herein, and the exercise of one right, power, option, or remedy, by either Party, shall not impair its right to any other right, power, option, or remedy, except as specifically provided herein.

19. Miscellaneous Provisions

19.01 Usufruct

It is the purpose and intent of the City and Lessee to create under the terms of this Lease Agreement a landlord-tenant relationship and no estate for years or other estate shall pass to Lessee. Lessee possesses under this Lease Agreement a usufruct to use the Premises, subject to the terms and conditions contained in this Lease Agreement.

19.02 Consent Not to be Unreasonably Withheld

Whenever consent or approval is required hereunder by either Party, such consent is not to be unreasonably conditioned or withheld, or to be delayed for any unreasonable period of time.

19.03 Recording

The City may record this Lease Agreement, any memorandum or short form of this Lease Agreement, or any affidavit with respect to this Lease Agreement, as a public record document in the appropriate office. The recording of this Lease Agreement does not grant an estate in the Premises. BHNPP may not record this Lease Agreement.

19.04 Severability

If any clause or provision of this Lease Agreement is declared illegal, invalid or unenforceable under present or future laws effective during the Term, then, in that event, it is the intention of the Parties hereto that the remainder of this Lease Agreement shall not be affected thereby, and it is also the intention of the Parties hereto that in lieu of each clause or provision of this Lease Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19.05 Gender

Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

19.06 Exhibits and Attachments

All exhibits, attachments, riders, memoranda of understanding, and addenda referred to in this Lease Agreement and attached hereto are incorporated into this Lease Agreement and made a part hereof by reference for all intents and purposes.

19.07 No Joint Venture

The City and BHNP are not and shall not be deemed to be, for any purpose, partners or joint-ventures with each other.

19.08 Time of the Essence

Time is expressed to be of the essence with regard to each provision of this Lease Agreement.

19.09 Evidence of BHNP

BHNP shall deliver to the City such legal documentation reasonably acceptable to the City to evidence that those individuals signing this Lease Agreement are authorized by BHNP to bind BHNP to the commitments made in this Lease Agreement.

20. Applicability of Code Provisions

All terms of this Lease Agreement shall be governed by and shall be subject to all the provisions of the Code of Ordinances of the City now existing and as may be amended from time to time, to the extent they are not in conflict or inconsistent with applicable Federal laws or State laws.

20.01 Successors and Assigns

Each and all of the terms, conditions, and covenants of this Lease Agreement shall extend to and bind and inure to the benefit of the City and BHNP, and the legal representatives, successors, and permitted assigns of either or both of them.

20.02 Notices

Every notice, demand or request under this Lease Agreement shall be deemed given when received and shall be delivered to the addressees set forth below either by reputable overnight delivery service delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL), charges prepaid, or (ii) certified mail, return receipt requested or (iii) personally delivered to the applicable party at the addresses indicated below:

To the City:

City of Atlanta Department of Parks

and Recreation
Attn: Commissioner
160 Trinity Avenue, SW, Suite 3100
Atlanta, Georgia 30303

With a copy to:

City of Atlanta Law
Department Attn: City Attorney
55 Trinity Ave. SW Suite
5000
Atlanta, Georgia 30303-3520

To BHNP:

Blue Heron Nature Preserve,
Inc.
4055 Roswell Road, N.E.
Atlanta, Georgia 30342
Attn: Executive Director

Any Party may, by notice to the other in the manner provided above, designate a different address for receiving notices under this Lease Agreement. A post office box shall not be the only notice address for either Party. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday, or any legal holiday when national banks are closed for business to the general public in Atlanta, Georgia.

20.03 Interpretation

The language of this Lease Agreement shall be construed according to its fair meaning, and not strictly for or against either the City or BHNP. This Lease Agreement shall be construed and performed according to the laws of the State of Georgia. The references to days shall mean calendar days unless otherwise stipulated.

20.04 Section Headings

The section headings contained herein are for the convenience of reference by the City and BHNP and are not to be used to construe the intent of this Lease Agreement or any part hereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

20.05 Integrated Agreement, Modification

This Lease Agreement contains the entire agreement of the Parties with respect to the Premises and cannot be amended or modified except by written instrument, signed by the Parties. If the Parties hereto have entered previously,

do now or in the future enter, into any other lease, license, permit or agreement covering other premises or facilities, this Lease Agreement and the terms, conditions, provisions, and covenants hereof, shall apply only to the Premises herein particularly described, and this Lease Agreement or any of the terms, conditions, provisions, or covenants hereof, shall not in any way or in any respect change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations, of either of the Parties hereto under or by reason of any other said lease, permit, license, or agreement between said Parties.

21. Quiet Enjoyment

BHNP, upon observing and keeping all of the covenants, terms, and provisions of this Lease Agreement on the part of BHNP to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the use of the Premises during the Term.

If applicable, BHNP shall pay or cause to be paid, prior to delinquency, any lawful taxes and any assessments levied or assessed during the Term hereof (a) on the Premises, (b) on all property interests hereunder or in the Premises, (c) on any improvements, fixtures, and equipment now or hereafter existing in the Premises and on any personal property on, in or about any improvements therein.

26.01 Holding Over

Should BHNP remain in possession of the Premises after this Lease Agreement has terminated in any manner, during such holding over BHNP shall be deemed merely a tenant at sufferance

27. Audit

BHNP shall maintain records and accounts in connection with the performance of this Lease Agreement that will accurately document all funds received by BHNP and all costs incurred by BHNP, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this Lease Agreement unless otherwise specified by applicable law. The City or its designated representatives shall have the right to examine and copy the records and accounts during normal business hours, with reasonable advance written notice. The City reserves the right to audit BHNP's records and accounts annually.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed by their duly authorized officials or officers under seal as of the day and year first above written.

BHNP:

BLUE HERON NATURE PRESERVE, INC. a
Georgia nonprofit corporation

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

[SIGNATURES TO LEASE AGREEMENT CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO LEASE AGREEMENT AGREEMENT]

CITY:

CITY OF ATLANTA, a municipality organized
under the laws of the State of Georgia

By: _____

Name: Andre Dickens

Title: MAYOR

ATTEST:

By: _____

Name: Foris Webb, III

Title: MUNICIPAL CLERK

[SEAL]

RECOMMENDED BY:

By: _____

Name: Justin Cutler

Title: Commissioner, Department of
Parks and Recreation

APPROVED AS TO FORM

By: _____

Name: Donna Wilson

Title: Division Chief – Real Estate
Department of Law

Exhibit A
Depiction of Premises

**ELMS ID #35489
AN ORDINANCE BY
COUNCILMEMBER JULIAN MICHAEL BOND**

**TO RATIFY MAYOR ANDRE DICKENS’ MAY 2024
EXECUTIVE ORDER IMPOSING A
MORATORIUM ON THE ACCEPTANCE OF ANY
NEW REZONING APPLICATIONS, BUILDING
PERMIT APPLICATIONS, LAND DISTURBANCE
PERMIT APPLICATIONS, SPECIAL USE PERMIT
APPLICATIONS, SPECIAL ADMINISTRATIVE
PERMIT APPLICATIONS, SUBDIVISION
APPLICATIONS, REPLATTING APPLICATIONS,
OR LOT CONSOLIDATION APPLICATIONS FOR
PARCELS WITHIN THE AREA DESIGNATED
HEREIN; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta (“City”) has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, peace and the general welfare of the City of Atlanta; and

WHEREAS, the Atlanta Medical Center (“AMC”) is a 120-year-old institution that sits in the heart of the City on a 25-acre site (the “Site”), as more particularly described on the map attached hereto as Exhibit “A”; and

WHEREAS, previous city planning efforts such as the Old Fourth Ward Redevelopment Plan Update, which was adopted by the Atlanta City Council pursuant to Ordinance No. 08-O-1572 on September 15, 2008 and approved by the Mayor on September 23, 2008, have designated the Site as a piece of essential infrastructure for the community, and further contemplated that AMC would continue to be a staple in the community providing both health care and jobs; and

WHEREAS, the announcement of the closure of AMC created doubt and uncertainty about future planning efforts for the community and the surrounding property owners; and

WHEREAS, while the individual parcels at the Site are currently used altogether as a hospital campus, the parcels are zoned as a mix of zoning categories including C-1 Community Business District Regulations, C-2 Commercial Service District, C-4 Central Area Commercial Residential District, as well as some of the properties falling within both the Beltline Overlay District and Beltline Affordable Workforce Housing District; and

WHEREAS, the City desires that the community surrounding the site as well as the City should have an opportunity to update the Old Fourth Ward Master Plan and future land use maps in the City's Comprehensive Development Plan ("CDP") to ensure any future uses of the AMC properties are consistent with the character of the surrounding area; and

WHEREAS, Ordinance no. 22-O-1777, which ratified Executive Order 2022-101, was adopted and approved on October 17, 2022 and imposed a moratorium on the acceptance of applications for rezonings, building permits, land disturbance permits, special use permits, special

administrative permits, subdivisions, replattings, and lot consolidations related to any parcel(s) within the Site for a period of one hundred eighty (180) days commencing on the date the moratorium became effective; and

WHEREAS, Ordinance no. 23-O-1202, which ratified Executive Order 2023-040, was adopted on April 17, 2023 and approved on April 24, 2023 imposed a moratorium on the acceptance of applications for rezonings, building permits, land disturbance permits, special use permits, special administrative permits, subdivisions, replattings, and lot consolidations related to any parcel(s) within the Site for a period of one hundred eighty (180) days commencing on the date the moratorium became effective; and

WHEREAS, Ordinance no. 23-O-1614, which ratified Executive Order 2023-051, adopted on November 20, 2023 and approved on November 28, 2023, imposed a moratorium on the acceptance of applications for rezonings, building permits, land disturbance permits, special use permits, special administrative permits, subdivisions, replattings, and lot consolidations related to any parcel(s) within the Site for a period of one hundred eighty (180) days commencing on the date the moratorium became effective; and

WHEREAS, the moratorium established pursuant to Ordinance no. 23-O-1614 was scheduled to expire on May 26, 2024; and

WHEREAS, extended stakeholder engagement was conducted since the onset of the original moratorium established pursuant to Ordinance No. 22-O-1777 in order to identify a usage of the Site consistent with the needs of the surrounding community; and

WHEREAS, the results of that stakeholder engagement are nearly completed and will be adopted into the CDP; and

WHEREAS, the City desires to ensure that it shall have a limited amount of additional time to adopt any amendments to the CDP;

WHEREAS, pursuant to Section 2-182 of the City of Atlanta Code of Ordinances, the Mayor may issue executive orders which apply to events of short duration, and which expire at the next meeting of the Atlanta City Council subsequent to the issuance thereof unless ratified by a majority vote of the members present and voting; and

WHEREAS, accordingly, and in recognition of this urgent need, on May 25, 2024, prior to the expiration of the moratorium established pursuant to Ordinance 23-O-1614, Mayor Andre Dickens issued Executive Order 2024-02, extending the temporary moratorium on new applications for rezonings, building permits, land disturbance permits, special use permits, special administrative permits, subdivisions, replattings, and lot consolidations for any projects located within the Site; and

WHEREAS, the Atlanta City Council agrees that there is a need to continue the aforesaid temporary moratorium for a limited amount of time to allow for an amendment to the CDP; and

WHEREAS, moratoria are a well-recognized and court-sanctioned land use tools in furtherance of local planning and zoning powers by preserving the status quo while the governing authority formulates a more permanent development strategy; Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency, 535 U.S. 302 (2002); City of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); and

WHEREAS, it is the desire of the Atlanta City Council to ratify Executive Order 2024-02, and to impose a moratorium to maintain the status quo prior to an amendment to the CDP.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: That Mayor Andre Dickens’ Executive Order, originally issued in May 2024, imposing a temporary moratorium on new applications for rezonings, building permits, land disturbance permits, special use permits, special administrative permits, subdivisions, replattings, and lot consolidations for any projects located within a 25-acre site (the “Site”), as more particularly described on the map attached hereto as Exhibit “A”, is hereby ratified.

SECTION 2: A moratorium is hereby imposed on, and the Director of the Office of Buildings and the Director of the Office of Zoning and Development are authorized to refuse to accept new applications for rezonings, building permits, land disturbance permits, special use permits, special administrative permits, subdivisions, replattings, and lot consolidations for any projects located within the Site and map area, as indicated on Exhibit “A”. This ordinance shall not apply to building permits for repair or remediation work required for emergency work related to any life safety concerns at a particular building.

SECTION 3: The moratorium imposed by this ordinance will expire one hundred twenty (120) days from the date this ordinance becomes effective. Notwithstanding the foregoing, if there is a final vote of the Atlanta City Council on a rezoning or planning ordinance updating the zoning or planning regulations within the area subject to this ordinance before the expiration of the one hundred twenty (120) days, the moratorium will expire on the date when the rezoning or planning ordinance becomes effective or when the City Council votes to deny the rezoning or planning ordinance.

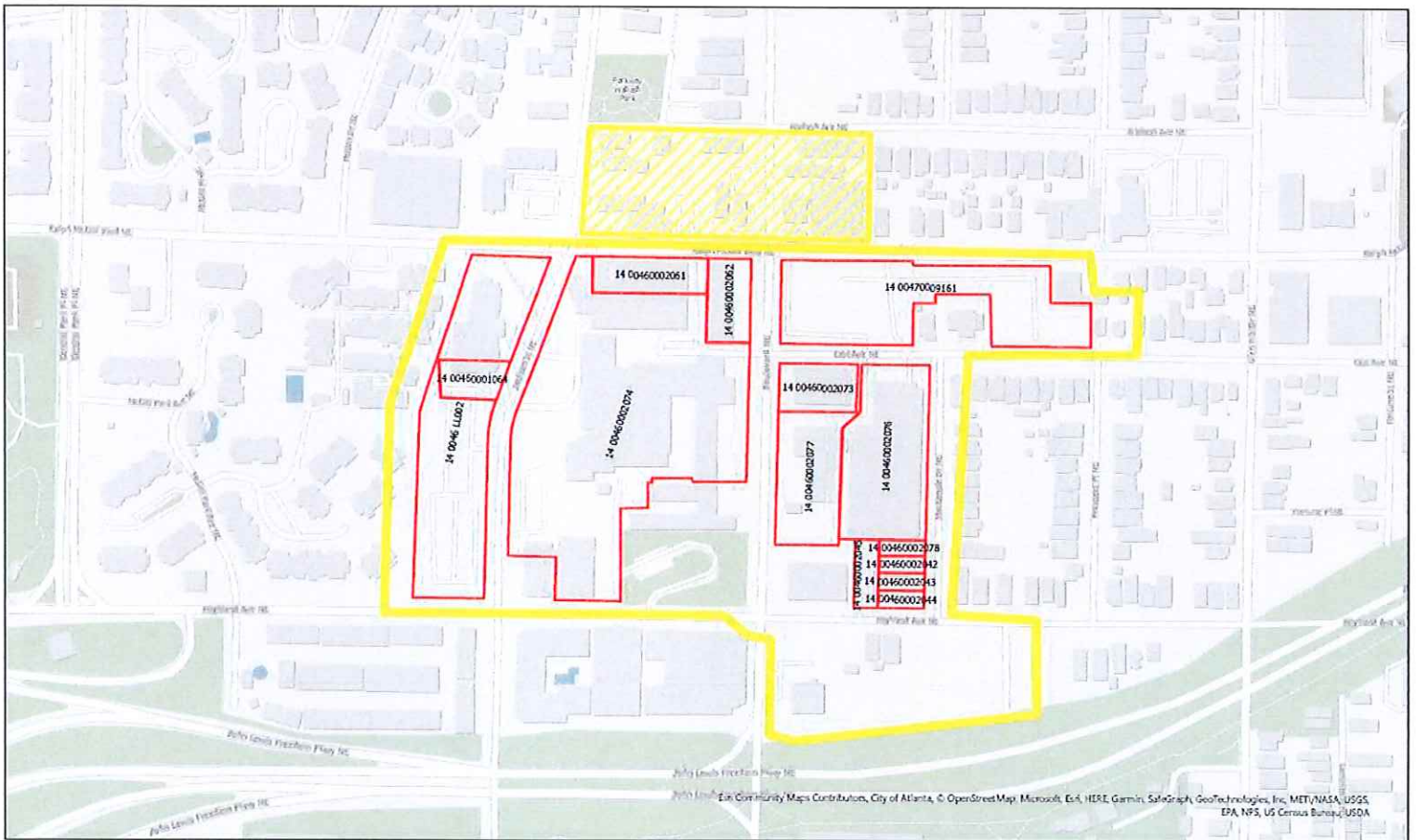
SECTION 4: All ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict, only.

SECTION 5: This ordinance shall become effective immediately upon approval.



City of Atlanta
Department of City Planning
Atlanta Medical Center Small Area Plan

Study Area is shown in yellow
Wellstar Atlanta Medical Center properties displayed in red



8.
ELMS #35517

PSLA.

AN ORDINANCE BY  COUNCILMEMBER MICHAEL JULIAN BOND

TO AMEND CHAPTER 10, ARTICLE II, SECTIONS 10-92(b) OF THE CITY OF ATLANTA CODE OF ORDINANCES SO AS TO PROVIDE AN EXEMPTION FROM THE DISTANCE REQUIREMENTS LISTED IN SECTION 10- 88.1 FOR PACKAGE STORES LICENSED TO SELL MALT BEVERAGES AND/OR WINE FOR AN ESTABLISHMENT LOCATED AT 25 PEACHTREE STREET, SE, ATLANTA, GEORGIA 30303; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has an interest in maintaining the public health, safety, and welfare of the citizens of the City of Atlanta and its visitors; and

WHEREAS, the City of Atlanta has an interest in regulating, through the lawful exercise of its police powers, the sale of alcoholic beverages for the public health, safety and welfare; and

WHEREAS, Chapter 10 of the City of Atlanta Code of Ordinances, regulates the issuance of licenses for the sale of alcoholic beverages within the City of Atlanta; and

WHEREAS, Section 10-88.1 (a) of the City of Atlanta Code of Ordinances sets forth that no package store may be located within 1,500 feet of any other package store; and

WHEREAS, the area of the City of Atlanta near 25 Peachtree Street, SE is a heavy-traffic area that can thrive, in part, thru the development of land with a multiplicity of eating, drinking and shopping options; and

WHEREAS, it is now the opinion of the neighborhood and the Atlanta City Council that the

ELMS #35517

interests served in providing an additional option to purchase beer, wine by the package in proximity to this area caters to the convenience and character of the residents and businesses therein; and

WHEREAS, the current distance regulations would restrict the potential effectiveness of this manner of development in this area.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: That Chapter 10, Article II, Division 2, Subdivision II, Section 10-92(b) of the City of Atlanta Code of Ordinances is hereby amended so that any applicant for a license for the package sale of malt beverages and/or wine at 25 Peachtree Street, SE, Atlanta, Georgia 30303 shall not be required to comply with the distance requirements set forth in Section 10.88.1 of the City of Atlanta Code of Ordinance. The new location for which a license to sell alcoholic beverages is being sought lies within the following area: See, Copy of the legal description, attached hereto as Exhibit A.

SECTION 2: The amendments contained in this Ordinance shall be effective immediately upon approval.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

9.

35516

Jason H. Winters

Had She

Atlanta 1/15/20

JASON DOZIER
AN ORDINANCE
BY COUNCILMEMBER MATT WESTMORELAND

BOONE

Mara-Cah
Henry Norwood

JWS

Liliana

TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO TRANSFER UP TO FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00) TO THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA ("INVEST ATLANTA") IN ORDER TO FUND THE CITY OF ATLANTA RECOVERY FUND PURSUANT TO THAT INTERGOVERNMENTAL AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE CITY OF ATLANTA (THE "CITY") AND INVEST ATLANTA, FOR THE PUBLIC PURPOSE OF SUPPORTING SMALL BUSINESSES THAT WERE ADVERSELY IMPACTED DURING THE DISRUPTION IN WATER SERVICE; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ANY BUDGET AMENDMENTS, OPERATING TRANSFERS, OR OTHER ACTIONS NECESSARY TO ENABLE THE TRANSFER OF SAID FUNDS TO INVEST ATLANTA; AND FOR OTHER PURPOSES.

Byron Amos

[Signature]

WHEREAS, Recent water main breaks in Atlanta have caused significant disruptions, forcing numerous local businesses to close during peak business periods, particularly over a weekend; and

WHEREAS, These disruptions have resulted in financial losses for these businesses, many of which are small, locally owned establishments that are vital to the community's economic health and recovery from the COVID-19 pandemic; and

WHEREAS, The closures due to water main breaks have negatively impacted the livelihoods of employees and the overall economic stability of the affected areas; and

WHEREAS, There is a need to provide financial assistance to affected businesses to cover lost revenue, employee wages, and other related expenses incurred during the closures.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: The City hereby authorizes the Chief Financial Officer to transfer up to Five Million Dollars and Zero Cents (\$5,000,000.00) to the Atlanta Development Authority D/B/A Invest Atlanta, or its designee, in order to support small businesses adversely impacted during the disruption in water service from the following account:

SECTION 2: The Chief Financial Officer is authorized to make any budget amendments, operating transfers, or other actions necessary to enable the transfer of said funds to Invest Atlanta.

SECTION 3: The Mayor, or his designee, on behalf of the City, is authorized to execute all documents necessary to effectuate the City's support of small businesses that were adversely impacted during the disruption in water service pursuant to this Ordinance, including but not limited to any amendment to the Intergovernmental Agreement for Economic Development Services dated October 21, 2020, or any such successor IGA.

SECTION 4: Invest Atlanta shall provide an accounting to the City for all disbursements in accordance to the IGA for Economic Development Services between the City and Invest Atlanta effective as of October 21, 2020.

SECTION 5: All Invest Atlanta grant agreements or loan documents, and/or amendments thereto, shall not be binding on the City and the City shall not incur any obligations and/or liability therefrom.

CPHS + FEC.

SECTION 6: That all ordinances or parts thereof in conflict herewith are hereby waived to the extent of the conflict only.

SECTION 7: That this ordinance shall be effective upon approval.

**AN ORDINANCE
BY COUNCILMEMBER ALEX WAN**



AN ORDINANCE TO AMEND CHAPTER 20B (DRUID HILLS LANDMARK DISTRICT) OF THE ATLANTA ZONING ORDINANCE SO AS TO CREATE A NEW SUBAREA ENTITLED "TRANSITIONAL ZONE" AND TO ENACT SPECIFIC DEVELOPMENT CONTROLS WITHIN SAID SUBAREA IN ADDITION TO THE GENERAL DEVELOPMENT CONTROLS THAT APPLY THROUGHOUT THE LANDMARK DISTRICT; AND FOR OTHER PURPOSES.

WHEREAS, property owners have and are currently petitioning the City to annex their property from unincorporated DeKalb County to the corporate boundaries of the City of Atlanta; and

WHEREAS, some of these properties are located in DeKalb County's Druid Hills Historic District, which is an overlay district overlaid upon underlying zoning districts such as residential, commercial and office/institutional; and

WHEREAS, upon annexation the City desires to retain such district designation within the confines of the City's Druid Hills Landmark District; and

WHEREAS, within the City is the Druid Hills Historic Landmark District, which is the underlying zoning of the properties within said District; and

WHEREAS, the City Council finds it in the public health, safety and general welfare to amend Chapter 20 of the Atlanta Zoning Ordinance to create a new sub-area (5) within the Druid Hills Landmark District entitled transitional zone available when property within DeKalb County's Druid Hills Historic District is annexed from DeKalb County unincorporated into the City of Atlanta.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: Code Sec. 16-20B.002 of the Zoning Ordinance of the City of Atlanta entitled "Division into subareas" and which currently reads:

Sec. 16-20B.002. - Division into subareas.

The Druid Hills Landmark District is divided into three subareas for regulatory purposes. The three subareas are as follows:

- (1) The Ponce de Leon Corridor.
- (2) Fairview Road.
- (3) Springdale Road/Oakdale Road/Lullwater Road/Lullwater Parkway.
- (4) Emory University.

Is hereby amended to read as follows:

Sec. 16-20B.002. - Division into subareas.

The Druid Hills Landmark District is divided into five subareas for regulatory purposes. The five subareas are as follows:

- (1) The Ponce de Leon Corridor.
- (2) Fairview Road.
- (3) Springdale Road/Oakdale Road/Lullwater Road/Lullwater Parkway.
- (4) Emory University.
- (5) Transitional Zone.

SECTION 2: Section 16-20B of the Zoning Ordinance of the City of Atlanta is hereby amended to add a new subsection .009 which shall read:

Sec. 16-20B.009. – Transitional Zone.

The following regulations shall apply to any proposed development on any property located in the Transitional Zone Subarea:

1. The existing zoning map and regulations, including zoning conditions governing each property within the Transitional Zone (Subarea 5) of the district shall remain in full force and effect. The regulations set forth herein that pertain to the Transitional Zone (Subarea 5) shall be overlaid upon, and shall be imposed in addition and subject to, said existing zoning regulations and conditions for each property.
2. Applications for rezonings, special use permits and special exceptions within the Transitional Zone (Subarea 5) shall be reviewed and commented upon by the commission. Applications for building permits, variances, subdivisions, replats or lot consolidations within the Transitional Zone (Subarea 5) shall be reviewed and commented upon by the director.
3. These regulations are intended to control through a review and comment procedure the potential for adverse impact resulting from development and redevelopment in the periphery of Subareas 1, 2, 3 and 4 of the district.

SECTION 3: This ordinance shall become effective immediately upon the Mayor's signature or by operation of law.

SECTION 4: That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

11.
ELMS 35519

A. Boone

Transpa

**A RESOLUTION
BY COUNCILMEMBER ANDREA L. BOONE**

REQUESTING THE MAYOR OR HIS DESIGNEE, TO INSTALL TRAFFIC CALMING DEVICES ON EAST ONTARIO AVENUE, SW IN ORDER TO REDUCE SPEEDING; AND FOR OTHER PURPOSES

WHEREAS, the citizens and residents of Westview community located in District 10, have experienced excessive speeding along East Ontario Avenue, SW and are desirous of having vehicles using their street do so at a lower speed; and

WHEREAS, East Ontario Avenue, SW is a residential road that receives heavy vehicle traffic due to its intersectionality with Ralph David Abernathy Blvd and proximity to Interstate 20; and

WHEREAS, The excessive speed of vehicles on East Ontario Avenue, SW has posed a safety issue for the residents; and,

WHEREAS, the installation of traffic calming devices on East Ontario Avenue, SW will significantly reduce speeding and promote pedestrian safety to all residents and those visiting the area; and,

WHEREAS, it is the duty of the Atlanta City Council to ensure the safety and well-being of all its residents; and,

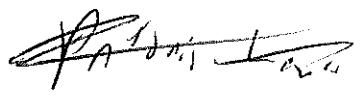
WHEREAS, it is in the City's best interest to act on this matter and improve the safety of its residents.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, is requested to install traffic calming devices on East Ontario Avenue, SW.

BE IT FINALLY RESOLVED that all resolutions and parts of resolutions in conflict herewith, be and the same are hereby waived.

12.

CUC



ELMS ID #35510
AN ORDINANCE BY
COUNCILMEMBER ANDREA L. BOONE

AN ORDINANCE TO FIX A SCHEDULE FOR MONTHLY WATER AND SEWER RATES AND CHARGES FOR THE CITY OF ATLANTA, GEORGIA, AS AUTHORIZED BY CHAPTER 154, ARTICLE III, DIVISION 3, SECTIONS 154-111 AND 154-112 (WATER RATES AND CHARGES) AND CHAPTER 154, ARTICLE V, DIVISION 3, SECTIONS 154-276 AND 154-277 (SEWER RATES AND CHARGES) FOR THE TIME PERIOD BEGINNING JULY 1, 2024 AND TERMINATING JUNE 30, 2028 AS TO WHICH THERE WILL BE NO INCREASE; TO SET A SEPARATE RATE FOR CUSTOMERS WITH METERS OR DEVICES THAT HAVE BEEN GRANTED EXEMPTIONS FROM THE SEWER SERVICE CHARGE PURSUANT TO ATLANTA CITY CODE CHAPTER 154, ARTICLE V, DIVISION 3 (RATES AND CHARGES), SECTION 277 (SEWER SERVICE CHARGE), SUBSECTION (E), TO ENCOURAGE CONSERVATION OF WATER RESOURCES IN ACCORDANCE WITH ATLANTA CITY CODE CHAPTER 154, ARTICLE III, DIVISION 3 (RATES, CHARGES AND RELATED MATTERS), SECTIONS 111 (AUTHORITY TO FIX WATER RATES) AND 112 (ESTABLISHED); TO CONTRIBUTE TO THE CITY'S DEPARTMENT OF WATERSHED MANAGEMENT A PORTION OF REVENUES GENERATED FROM THE CITY'S SPECIAL ONE PERCENT SALES AND USE TAX TO ALL TYPES OF WATER AND SEWER PROJECTS AND COSTS AS DEFINED IN O.C.G.A. § 48-8-200(4); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City"), pursuant to its charter, has the authority to and the responsibility for providing water and sewer service to its water and sewer customers both inside and outside the corporate boundaries of the City; and

WHEREAS, it is necessary and in the best interests of the City to operate, maintain, and expand the water and sewer systems to protect the public health, safety, and welfare and to provide these services where such services are needed or desired; and

WHEREAS, in 1998 and 1999, the City resolved *Upper Chattahoochee Riverkeeper Fund, et al. v. City of Atlanta*, Civil Action File No.: 1:95-CV-2550-TWT and *United States of America, et al. v. City of Atlanta*, Civil Action File No. 1:98-CV-1956-TWT by entering court approved Consent Decrees with the Upper Chattahoochee Riverkeeper, the United States of America and the State of Georgia requiring the City to complete capital improvements and to implement improved operation and maintenance programs within specified time frames; and

WHEREAS, the City also resolved other regulatory enforcement matters with regard to its water system requiring the City to complete certain operational and capital improvements; and

WHEREAS, the Mayor and the City Council have, after extensive research and analysis, concluded that to maintain and upgrade the water treatment and distribution system and the wastewater treatment and collection system to comply with federal and state regulations, to

implement best practices, and to meet the future demands of the City's service area, a major program of capital improvement and enhanced operation and maintenance had to be initiated; and

WHEREAS, projected water and wastewater revenues at current rates and charges, together with the contribution of revenues generated from the City's special one percent sales and use tax as a capital outlay for all types of water and sewer projects and costs as defined in O.C.G.A. § 48-8-200(4), will be sufficient to support continued financing of the costs of these improvements and operations, known as the Clean Water Atlanta program, without significant additional borrowing or the need to increase the water and sewer rates to secure additional debt; and

WHEREAS, at this time it is therefore unnecessary for the City to implement increases in water and sewer rates and charges to maintain strong infrastructure and regulatory compliance; and

WHEREAS, the City has an interest in encouraging its citizens to conserve water resources and is required by the Metropolitan North Georgia Water Planning District's Water Supply and Water Conservation Management Plan to promote conservation through its water and sewer rate structure; and

WHEREAS, it is the desire of the Mayor and City Council to minimize, to the extent possible, the impact of rate increases on ratepayers and implement a rate structure that maintains affordability and promotes water conservation through the implementation of a graduated rate structure; and

WHEREAS, pursuant to Resolution No. 24-R-3190, the Atlanta City Council authorized a referendum to re-impose a special one percent sales and use tax to fund water and sewer project and costs upon termination of the special one percent sales and use tax presently in effect, for a maximum period of time of 16 calendar quarters; and

WHEREAS, seventy-four percent (74%) of the May 21, 2024 primary election voters in the City voted "yes" in a referendum asking whether to re-impose a special one percent sales and use tax to fund water and sewer projects and costs for the time period beginning October 1, 2024 and terminating September 30, 2028; and

WHEREAS, it is in the best interests of the City to continue to apply the revenues generated and received from the special one percent sales and use tax to reduce the City's water and sewer rates on a dollar for dollar basis and to fund "water and sewer projects and costs" as defined by O.C.G.A. § 48-8-2004(4), as amended, including projects for storm-water collection and disposal systems; and

WHEREAS, the Metropolitan North Georgia Water Planning District Act, O.C.G.A. § 12-5-570 *et seq.*, required the Metropolitan North Georgia Water Planning District to prepare, review and periodically update a Water Supply and Water Conservation Plan (the Plan) and Action Item 5.1 in the Plan requires that local water providers to establish an irrigation rate structure that reflects the impact of the use of irrigation meters on the local water system and the encouragement of conservation of our region's limited water supplies.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: As authorized by Chapter 154, Article III, Division 3 (Water Rates, Charges, and Related Matters), Section 154-111 and 154-112, the rates and charges for the city water service shall be established as follows and shall also be summarized in Exhibit “A” attached herein:

That the City of Atlanta water rate structure will include a graduated schedule of rate conditional on usage levels for domestic, commercial, industrial and other users of the City of Atlanta system, so as to encourage and promote conservation among all users.

The rates established are as follows:

July 1, 2024 – June 30, 2028

Monthly In-City water rates to be implemented July 1, 2024, for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$2.58 per hundred cubic feet, and \$3.51 per hundred cubic feet for Outside-City water users for usage of three hundred cubic feet or less between July 1, 2024 and June 30, 2028.

Monthly In-City water rates to be implemented July 1, 2024 for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$5.34 per hundred cubic feet, and \$6.48 per hundred cubic feet for Outside-City water users for usage greater than three hundred cubic feet and less than or equal to six hundred cubic feet between July 1, 2024 and June 30, 2028.

Monthly In-City water rates to be implemented July 1, 2024 for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$6.16 per hundred cubic feet, and \$7.47 per hundred cubic feet for Outside-City water users for usage greater than six hundred cubic feet between July 1, 2024 and June 30, 2028.

Monthly wholesale water rates to be implemented on July 1, 2024 shall be \$3.70 per hundred cubic feet for all usage between July 1, 2024 and June 30, 2028, plus any additional charges and fees, as defined in any duly authorized intergovernmental wholesale water service agreement.

Between July 1, 2024 and June 30, 2028, all In-City and Outside-City monthly water rate structures for domestic, commercial, industrial and other users of the City of Atlanta system, include a base charge of \$6.56 regardless of actual usage.

SECTION 2: As authorized by Chapter 154, Article V, Division 3 (Sewer Rates and Charges), Sections 154-276 and 154-277, the rates and charges for the city sewer service shall be established as follows:

July 1, 2024 - June 30, 2028

Monthly sewer service rates to be implemented on July 1, 2024 for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$9.74 per hundred cubic feet for the first three hundred cubic feet of water usage between July 1, 2024 and June 30, 2028.

Monthly sewer service rates to be implemented on July 1, 2024 for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$13.64 per hundred cubic feet for water usage greater than three hundred cubic feet and less than or equal to six hundred cubic feet between July 1, 2024 and June 30, 2028.

Monthly sewer service rates to be implemented on July 1, 2024 for domestic, commercial, industrial and other users of the City of Atlanta system shall be \$15.69 per hundred cubic feet for water usage greater than six hundred cubic feet between July 1, 2024 and June 30, 2028.

Between July 1, 2024 and June 30, 2028, the monthly sewer service rate structure for domestic, commercial, industrial and other users of the City of Atlanta system shall include a base charge \$6.56 regardless of actual water usage.

SECTION 3: The City shall contribute the revenues generated and received from the special one percent sales and use tax to reduce on a dollar for dollar basis increases that otherwise would be required in the City's water and sewer rates and to otherwise fund "water and sewer projects and costs" as defined by O.C.G.A. § 48-8-200(4), as amended, that would not necessarily otherwise be paid for by revenue from water and sewer rates; provided however, that no more than ten percent (10%) of revenues derived from said tax on an annual basis shall be applied to projects that would not otherwise be paid for by revenue from water and sewer rates.

SECTION 4: The City of Atlanta shall continue to evaluate and pursue financial structuring options, operational cost-saving measures, and opportunities to reduce the cost of capital improvements, as well as seek additional funds from other sources.

SECTION 5: As authorized by Chapter 154, Article III, Division 3 (Rates, Charges, and Related Matters), Sections 111 and 112, the rates and charges for the city water service shall be implemented on July 1, 2024 and continue indefinitely as follows:

Monthly In-City and Outside-City water rates for domestic, commercial, industrial and other users of the City of Atlanta system whose usage is measured by separate meters or devices and whose used water is not returned to the City's wastewater sewer system or another public wastewater sewer system and who are not charged a sewer service charge pursuant to Atlanta City Code § 154-277(e) shall be charged the applicable water rates charged to domestic, commercial, industrial and other users of the City of Atlanta system.

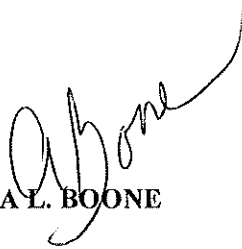
SECTION 6: If any provision, clause, sentence or paragraph of this ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions or application of the provisions of this ordinance which can be given effect without the invalid provisions or application and, to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

13:

FEC

ELMS ID #35501
ORDINANCE BY
COUNCILMEMBER ANDREA L. BOONE



AN ORDINANCE TO AMEND (CHAPTER 114) PERSONNEL ARTICLE IV CLASSIFICATION PLAN OF THE CITY OF ATLANTA CODE ORDINANCES, TO REPEAL THE CLASSIFICATION AND COMPENSATION PLAN AND THE CURRENT SWORN CLASSIFICATION AND COMPENSATION STRUCTURE; TO ADOPT A NEW CLASSIFICATION AND COMPENSATION PLAN EFFECTIVE JANUARY 1, 2025, SO AS TO IMPLEMENT NEW PAY GRADES, TITLE ADJUSTMENTS FOR CERTAIN CLASSIFICATIONS, AND A NEW TIER GRADE DESIGN FOR POLICE AND FIRE; TO IMPLEMENT A REALIGNMENT OF ALL POSITIONS WITHIN THEIR RESPECTIVE NEW PAY GRADE, AND TIER AND TIME IN RANK FOR POLICE AND FIRE; TO BRING CERTAIN EMPLOYEES TO THE MINIMUM SALARY OF THEIR NEW ASSIGNED PAY GRADE; AND TO ADMINISTER SALARY ADJUSTMENTS TO CERTAIN EMPLOYEES, AS RECOMMENDED IN THE CLASSIFICATION AND COMPENSATION STUDIES CONDUCTED BY EVERGREEN SOLUTIONS, LLC AND MERCER (US), LLC; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO MAKE ANY BUDGET AMENDMENTS, OPERATING TRANSFERS, OR TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THIS ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Resolution 22-R-4244, the City of Atlanta (the “City”) entered into Special Procurement Agreement SP-S-1230049, Citywide Compensation and Classification Study with Evergreen Solution, LLC, (“Evergreen Agreement”); and

WHEREAS, Evergreen Solution, LLC (“Evergreen”) conducted an internal review of the City’s current system, gathered survey data from comparable organizations and the private sector, evaluated classification of positions using job analysis tools, reviewed and revised the City’s job descriptions (collectively, “the Evergreen Study”); and

WHEREAS, the Evergreen Study resulted in recommended adjustments to the City’s current pay plan and salary structure, accounting for individual employee service, and rectifying compression/equity issues; and

WHEREAS, pursuant to the Evergreen Study, all City employees who are not sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department will be assigned in the new classification and compensation plan structure with a new pay grade design developed from 48 to 43 pay grades and new job code assignment; and

WHEREAS, the Evergreen Study includes recommended title adjustments to certain classifications, new title creations and classification abolishment with a total classification list from 1,457 titles to 1,291 titles, bringing certain employees to the minimum salary of their new assigned pay grade, and adjusting salaries to certain employees in a three-period phased approach; and

WHEREAS, in accordance with Resolution 22-R-4245, the City entered into Special Procurement Agreement SP-S-1230057, Compensation and Classification Study for Sworn Police and Fire with Mercer (US) LLC (“Mercer Agreement”); and

WHEREAS, Mercer collected market data to determine the market competitiveness of the City’s sworn compensation ranges for each classification, assessed current pay structures to determine market competitiveness of salary ranges and grade progression and finalized go forward approach for a new tier grade design (collectively, “the Mercer Study”); and

WHEREAS, the Mercer Study conducted was a refresh from the prior studies in 2018 and 2019 by the same consulting group; and

WHEREAS, pursuant to the Mercer Study, all City employees who are sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department will be assigned in the new sworn classification and compensation structure with a new tier grade design developed, to include increases and decreases of tiers based on rank, and percentage increase in pay between each tier; and adjust salaries to certain employees in a two-period phased approach; and

WHEREAS, the Atlanta City Council desires to grant the Chief Financial Officer the authority to undertake any necessary budget amendments, transfers, or take other actions necessary to implement the terms of this Ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA:

SECTION 1: That the following attachment includes the previous and new classification and Compensation pay plan structure applicable to City employees who are not sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department:

SECTION 2: The following attachment includes all City employees who are not sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department with the position realignment to their respective new pay grades, classification title changes and salary adjustments, where applicable, with the final report as of May 2, 2024:

SECTION 3: The following FY25 personnel paper classification title creations, classification title amendment, classification abolishments, and salary grade amendments are to be realigned to their respective new pay grade based on the new classification and compensation plan structure:

SECTION 4: That the following attachment includes the previous and new sworn classification and Compensation pay plan structure applicable to City employees who are sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department:

SECTION 5: The following attachment includes all City employees who are sworn members of the Atlanta Fire Rescue Department or the Atlanta Police Department with the position realignment to their respective new pay grades and salary adjustments, where applicable, with the final report as of February 1, 2024:

SECTION 6: The Chief Financial Officer is authorized to undertake any necessary budget amendments, transfers, or take other actions necessary to implement the terms of this Ordinance.

14.

FEC.

**ELMS ID #35491
AN ORDINANCE BY
COUNCILMEMBER JASON H. WINSTON**

AMENDING ORDINANCE 24-O-1076 TO AUTHORIZE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ATLANTA AND PARK PRIDE, INC. TO INCLUDE ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$510,000.00) FOR THE PURPOSES OF SUPPORTING NEW PLAYGROUND INSTALLATIONS AT 70 BOULEVARD PEDAL PARK AND BENTEEN PARK ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE PAYMENTS FROM THE ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution 19-R-5035, adopted as amended by the Atlanta City Council on December 2, 2019, and approved per City Charter Section 2-403 on December 11, 2019, the City was authorized to enter into a sole source contract SS-S-1200211, Advocacy and Fundraising Services with Park Pride, Inc. (“Agreement”) to provide valuable park services to the Department of Parks and Recreation; and

WHEREAS, Ordinance 24-O-1076, was adopted by the Atlanta City Council on March 4, 2024, and approved per City Charter Section 2-403 on March 13, 2024, authorizing the payment of an amount not to exceed Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00) to Park Pride, Inc. for the installation of new playgrounds and related improvements located at 70 Boulevard Pedal Park and Benteen Park; and

WHEREAS, Ordinance 24-O-1076 omitted language to authorize an amendment of the Agreement to include additional funding in an amount not to exceed Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00); and

WHEREAS, it is necessary to amend the Ordinance 24-O-1076 to authorize an amendment to the Agreement to include additional funding in an amount not to exceed Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: The Mayor, or his designee, on behalf of the City of Atlanta, is hereby authorized to execute an amendment to the Agreement to include additional funding in an amount not to exceed Five Hundred Ten Thousand Dollars and Zero Cents (\$510,000.00).

SECTION 2: The City Attorney is hereby authorized and directed to prepare an amendment to the Agreement and all appropriate documentation for execution by the Mayor, or his designee, in order to effectuate the actions contemplated by this Ordinance.

SECTION 3: The Chief Financial Officer is authorized to charge to and pay from the following accounts:

3501 (Park Improvement Fund) 140201 (Office of Parks) 5212001 (Consulting/Professional Services) 6210000 (Park Admin.)

SECTION 4: All other provisions of Ordinance 24-O-1076 shall remain unchanged and in full force and effect.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of the conflict.

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ELMS ID #35499
A RESOLUTION BY
COUNCILMEMBER JASON H. WINSTON +

(M) Dustin Hillis

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO APPLY FOR AND ACCEPT A U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANT FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) IN AN AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS AND ZERO CENTS (\$20,000,000.00), FOR THE PURPOSE OF IMPLEMENTING CLIMATE AND POLLUTION REDUCTION STRATEGIES; AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO ANY NECESSARY AGREEMENTS WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) IN CONNECTION WITH THIS GRANT; AND FOR OTHER PURPOSES.

WHEREAS, on November 21, 2023 the U.S. Environmental Protection Agency (“EPA”) has issued a Notice of Funding Opportunity for the Environmental and Climate Justice Community Change Grants Program; and

WHEREAS, The Community Change Grants will fund community-driven, change-making projects that center collaborative efforts for healthier, safer, and more prosperous communities by accepting Track I and Track II applications; and

WHEREAS, Track I Applications (Community-Driven Investments for Change) will focus on multi-faceted applications with climate action and pollution reduction strategies to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities with awards between ten and twenty million dollars each; and

WHEREAS, each Track I Application requires a Lead Applicant and a Statutory Partner that is a non-profit Community Based Organization, and each Lead Applicant is eligible to submit two applications; and

WHEREAS, The City of Atlanta will be the Lead Applicant and The PATH Foundation will be identified as the Statutory Partner for the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) Track I Application; and

WHEREAS, the EPA is accepting and reviewing applications on a rolling basis until November 21, 2024, or until all of the funds are awarded.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, including the Commissioner of the Department of City Planning, is hereby authorized to apply for a U.S. Environmental Protection Agency (“EPA”) Environmental and Climate Justice Community Change Grant Program on behalf of the City of Atlanta in an amount not to exceed Twenty Million Dollars and Zero Cents (\$20,000,000.00) for Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL)

Track I Application.

BE IT FURTHER RESOLVED, that the Mayor or his designee, including the Commissioner of the Department of City Planning, is authorized to execute any required grant application documents and to enter into any necessary agreements with the U.S. Environmental Protection Agency (“EPA”) for the acceptance and implementation of the Environmental and Climate Justice Community Change Grant.

BE IT FURTHER RESOLVED, that the Environmental and Climate Justice Community Change Grant award does not require cost sharing or match funding.

BE IT FURTHER RESOLVED, that any agreements for the acceptance and implementation of the Environmental and Climate Justice Community Change Grant will not become binding on the City, and the City will incur no liability or obligation under same until each have been approved by the City Attorney as to form, executed by the Mayor or the Commissioner of the Department of City Planning, attested to by the Municipal Clerk, and delivered to the U.S. Environmental Protection Agency (EPA).

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

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FEC.

**ELMS ID #35451
AN ORDINANCE BY
COUNCILMEMBER JASON H. WINSTON**

AN ORDINANCE TO (I) RATIFY THE IMPOSITION OF CERTAIN NON-AD VALOREM PROPERTY ASSESSMENTS LEVIED UPON PROPERTIES PARTICIPATING IN THE CITY'S PROPERTY ASSESSED CLEAN ENERGY PROGRAM (THE "PACE ASSESSMENTS"), (II) AUTHORIZE THE TRANSMITTAL OF INFORMATION TO THE APPLICABLE TAX COMMISSIONER FOR THE BILLING AND COLLECTION OF PACE ASSESSMENTS; (III) DIRECT THE APPLICABLE TAX COMMISSIONER TO BILL AND COLLECT THE PACE ASSESSMENTS IN THE SAME MANNER AND ON THE SAME DAY AS ASSESSMENTS FOR SOLID WASTE CHARGES; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the City of Atlanta (the "City") has adopted a Climate Action Plan, pursuant to Resolution No. 15-R-4042, which provides a comprehensive plan for climate change mitigation through reducing the City's carbon footprint and greenhouse gas emissions 40% by 2030, along with pledging to reduce energy and water use in commercial and residential buildings 40% by 2030, using a 2009 baseline; and

WHEREAS, pursuant to Ordinance No. 12-O-1615, Ordinance No. 16-O-1430, Ordinance No. 16-O-1431 and Ordinance No. 17-O-1543 (collectively, the "PACE Powers Ordinance"), the City previously amended Part I, Subpart A, Article 1, Section 1-102 of the Charter of the City of Atlanta, Georgia, 1996 Ga. Laws P. 4469, et seq., (the "Charter"), to include the power to establish one or more special districts within which commercial and residential property owners may voluntarily consent to the installation of energy and water conservation improvements and to the imposition of a fee, tax or assessment which may be assigned through contract with the City's development authority or downtown development authority in order to provide financing for the installation or modification of improvements that reduce energy or water consumption or produce energy from renewable resources; and

WHEREAS, pursuant to ordinance No. 23-O-1481, the City of Atlanta approved the closure of the original C-PACE program and implementation of a new Open Market Commercial Property Assessed Clean Energy Program (The "C-PACE Program") in and for the City of Atlanta attendant with new C-PACE obligations, revised program guidelines, the Downtown Development Authority serving as Program Administrator and authorizing related actions in connection with the issuance of C-PACE obligations; and

WHEREAS, the Downtown Development Authority of the City of Atlanta (the "Authority") has been created pursuant to the provisions of an act of the General Assembly of the State of Georgia known as the "Downtown Development Authorities Law" (O.C.G.A. 36-421, et seq., as amended) (the "Act"), and an activating ordinance of the City Council of the City adopted on March 2, 1982 and approved by the Mayor of the City on March 9, 1982; the Authority has been activated as required by the terms of the Act, and its directors have been appointed as provided therein and are currently acting in that capacity; and

WHEREAS, the Authority has been created to develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities in the City and to promote the general welfare of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph VI of the 1983 Constitution of the State of Georgia, as amended (the “**Constitution**”), provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the costs of providing such services therein and to construct and maintain facilities therefor;” and

WHEREAS, Article IX, Section II, Paragraph VI of the Constitution further authorizes municipalities to create such special districts by ordinance or resolution, provided that such ordinance or resolution does not supersede any general law and, pursuant to such authority, the City Council of the City adopted Resolution No. 12-R-1617 on November 19, 2012, approved by operation of law on November 28, 2012 (the “**PACE District Resolution**”), which created the “Atlanta Property Assessed Clean Energy District - No. 1 (Central Business District)” (the “**District**”) for the provision of certain local government services therein, including providing commercial property owners with capital for energy efficiency, water conservation, and renewable energy improvements in order to conserve water and reduce the carbon footprint and greenhouse gas emissions in the City; and

WHEREAS, pursuant to Ga. Laws 2013, p. 746, the Act was amended to expand the area within the City in which the Authority may provide for the implementation of energy and water conservation projects authorized by O.C.G.A. §36-42-3(6)(B) to an area consisting of the entire territorial boundaries of the municipal corporation; and

WHEREAS, pursuant to 2017 H.B. 428, the Act was amended to expressly authorize the levy and collection of assessments upon (i) execution of Assessment Contracts, (ii) administrative acknowledgement of the Assessment Contracts and (iii) the recording of the Assessment Contracts in the real property records; and

WHEREAS, the PACE Powers Ordinance also, among other things, permits the imposition of fees, taxes and assessments on consenting commercial property owners (and, upon City Council’s approval of the residential component of the City’s PACE Program, residential property owners) in the City (including portions in both Fulton and DeKalb Counties) and the imposition and enforcement of liens for unpaid assessments on a co-equal, parity basis with other municipal taxes; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes any county, municipality or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Act expressly authorizes the Authority to issue its revenue bonds, notes or other obligations for the purpose of paying or loaning the proceeds thereof to pay all or any part of the

cost of any “project” authorized by the Act which includes the provision of financing to property owners located within the area of operation of the Authority for the purpose of installing or modifying real property improvements to reduce energy or water consumption or produce energy from renewable resources; and

WHEREAS, pursuant to the Act, the Revenue Bond Law of the State of Georgia (O.C.G.A. 36-82-60, *et seq.*) (the “**Revenue Bond Law**”) and a Bond Resolution adopted by the Authority on August 29, 2018, the Authority issued its not to exceed \$500,000,000 in aggregate principal amount of its Property Assessed Clean Energy Taxable Revenue Bonds (the “**PACE Bonds**”), which PACE Bonds were issued and delivered as of December 1, 2020; and

WHEREAS, in connection with the issuance and sale of the PACE Bonds, the City entered into an Intergovernmental PACE Assessment Agreement with the Authority (the “**Intergovernmental Assessment Agreement**”) to induce the Authority to provide certain services including (i) the implementation of the Clean Energy Atlanta PACE Program (the “**PACE Program**”) directly or with the assistance of a program administrator, (ii) facilitating financing or refinancing of the costs of certain eligible improvements which further the purposes of the Program and (iii) monitoring and periodic reporting on the attainment of the PACE Program goals; and

WHEREAS, the City launched the PACE Program starting with commercial properties and has the authority to expand it to include residential properties only after the Authority has reviewed and approved policies designed to protect residential consumers of the Program (“**Consumer Protection Policies**”), which shall be subject to City Council approval, and examined and adjusted, as required, the PACE Program and the PACE Program Guidelines (herein defined) to comply with all federal guidance and best-practices for residential PACE programs; and

WHEREAS, the PACE Bonds constitute special limited obligations of the Authority, limited to payments it receives from the City under the Intergovernmental Assessment Agreement, which are derived from amounts paid by eligible property owners (the “**Property Owners**”) voluntarily entering into individual assessment contracts (the “**Assessment Contracts**”) between a property owner and the Authority; and

WHEREAS, each Property Owner entering into an Assessment Contract has agreed to the imposition by the City of a non-ad valorem property assessment to be levied upon such property for a 5, 10, 15 or 20 year term, in an agreed upon amount equal to the cost of Eligible Improvements being financed and installed on the property, plus certain administrative, financing and collection costs associated therewith (“**PACE Assessments**”); and

WHEREAS, Official Code of Georgia Sections 48-5-127 and 48-5-359.1 authorize the Tax Commissioner of Fulton County, Georgia (“**Fulton Tax Commissioner**”) and the Tax Commissioner of DeKalb County, Georgia (“**DeKalb Tax Commissioner**”) to collect taxes on behalf of a political subdivision, and the City to contract with the Fulton Tax Commissioner and the DeKalb Tax Commissioner for the collection of the PACE Assessments; and

WHEREAS, the City, Fulton County, Georgia and the Fulton Tax Commissioner entered into a Tax Collections Agreement, pursuant to which the Fulton Tax Commissioner agreed to levy and

collect the PACE Assessments for properties located within the City’s territorial boundaries in Fulton County, Georgia; and

WHEREAS, pursuant to Atlanta City Code Section 134-60, and while the City’s PACE Program is in effect, the City shall adopt annually a resolution authorizing the transmittal of information, including in electronic format, to the applicable tax commissioner for the billing and collection of the PACE Assessments.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

Section 1. Authority for Ordinance. This ordinance is adopted pursuant to the provisions of the Constitution and laws of the State of Georgia.

Section 2. PACE Assessment Roll. On June 15, 2024, the City’s Department of Finance will file the Fulton County PACE Assessment Roll for the twelve-month period ending December 31, 2023, and on July 15, 2024 the City’s Department of Finance will file the Dekalb County PACE Assessment Roll for the twelve-month period ending December 31, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “**2025 PACE Assessment Roll**”). Each of the individual Assessment Contracts comprising the 2025 PACE Assessment Roll are maintained on file with the Authority or its designee.

Section 3. Approval of 2025 PACE Assessment Roll and Direction to Provide to Tax Commissioners. The City’s Office of Resilience and Department of Finance is hereby directed to transmit the 2025 PACE Assessment Roll to the applicable tax commissioner for the billing and collection of the PACE Assessments, which shall be billed and payable in the same manner and on the same day as assessments for solid waste charges.

Section 4. Actions of the Mayor and Chief Financial Officer. The Mayor, Chief Financial Officer and other appropriate officials of the City are hereby authorized to certify and execute any other documents necessary to effect the purposes of this ordinance and the PACE Program. All acts and doing of such officers of the City which are in conformity with the purposes and intents of this ordinance and in furtherance of the PACE Program.

Section 5. Partial Invalidity. In case any one or more of the provisions of this ordinance shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this ordinance shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 6. Waiver. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this ordinance shall be waived to the extent of the conflict.

Section 7. Effective Date. This ordinance shall be in full force and effect immediately upon its adoption.

EXHIBIT

A

2025 PACE ASSESSMENT ROLL

FULTON			
Parcel Number	Charge	Term (years)	Description
140-0780-0110-583	\$ 475,911.51	20	Central HVAC; Other Eligible Improvements as identified in ASHRAE Level II Energy Audit Report dated 9/15/2022
140-0780-0130-151	\$ 241,485.42	15	Central HVAC; Cool Roof - Prescriptive, Water Conservation; Energy Efficient Elevators, Electrical Improvements
140-0390-0020-137	\$ 116,304.03	27	HVAC, Windows, Water & Plumbing Fixtures, Lighting, Elevators
14-0103-LL0149	\$ 57,524.63	22	HVAC, Windows, Water & Plumbing Fixtures, Lighting
DEKALB			
Parcel Number	Charge	Term (years)	Description
15-211-03-059	\$ 187,257.68	20	Energy Efficient Windows, Doors, and Skylights; HVAC
15-211-03-146	\$ 467,708.40	20	Insulation; Roof Deck; Cool Roof - Performance; Energy Efficient Windows, Doors, and Skylights; Central HVAC
15-211-03-149	\$ 148,076.46	20	Energy Efficient Windows, Doors, and Skylights; HVAC

17. CDHS

ELMS ID #35498
A RESOLUTION BY
COUNCILMEMBER JASON H. WINSTON

AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE DEPARTMENT OF CITY PLANNING, TO EXECUTE A PARTNERSHIP AGREEMENT BETWEEN THE PATH FOUNDATION, INC. AND THE CITY OF ATLANTA FOR THE GREEN RESILIENT INFRASTRUCTURE & TRAILS IN WESTSIDE ATLANTA (GRITS-ATL) GRANT APPLICATION FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANT PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, The PATH Foundation, Inc. ("PATH") was founded in 1991 with the mission of creating trails, paths, and linear green spaces for the City of Atlanta ("City") and other metropolitan areas; and

WHEREAS, PATH has completed over 325 miles of trails and linear green spaces throughout the metropolitan Atlanta region and aims to increase walkability of neighborhoods while promoting healthy living; and

WHEREAS, PATH has a lean administrative structure and a demonstrated record of trail planning, design, and construction on numerous projects involving the City, showing its ability to complete projects on schedule and under budget, while leveraging significant private funding; and

WHEREAS, PATH's areas of expertise include, without limitation, planning, routing, detailed design, project management, coordination, land or easement acquisition, financing, and performance of any or all other acts necessary or incidental to the successful completion of cycle track, sidewalk, shared-use path, and other high-quality bicycle and pedestrian projects; and

WHEREAS, the City has previously entered into agreements authorizing PATH to undertake Bond, TSPLOST, Quality of Life, Georgia Department of Transportation, and other infrastructure projects; and

WHEREAS, the Inflation Reduction Act created the Environmental Protection Agency ("EPA")'s Environmental and Climate Justice Program, which is the largest investment in environmental and climate justice in United States history; and

WHEREAS, the Community Change Grant Program is the final most comprehensive piece of the EPA's Environmental and Climate Justice Program; and

WHEREAS, the goal of these grants is to create healthier, safer, and more prosperous communities through climate action, pollution reduction, and community engagement strategies; and

WHEREAS, the Community Change Grants Program application requires a Lead Partner and the identification of a qualified Statutory Partner; and

WHEREAS, Community-Based Non-Profit Organizations are identified in the application as qualified Statutory Partners, and PATH is a Community-Based Non-Profit Organization; and

WHEREAS, The City of Atlanta will be the Lead Partner and PATH will be the Statutory Partner in the Track 1 Application- Green Resilient Infrastructure & Trails in Westside Atlanta GRITS-ATL grant application; and

WHEREAS, the EPA Environmental and Climate Justice Grant requires that a signed and legally binding Partnership Agreement between the Lead Partner and the Statutory Partner be submitted as part of the grant application; and

WHEREAS, if the application is selected for funding, the City of Atlanta will provide PATH a subaward to complete proposed grant activities and will enter into a Project Management Agreement; and

WHEREAS, the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) (the “Project”) proposal satisfies the outlined criteria by the Environmental and Climate Justice Program by addressing mobility and transportation options for preventing air pollution and improving public health, green infrastructure and nature-based solutions, and workforce development programs for occupations that reduce greenhouse gas emissions and air pollutants; and

WHEREAS, the Project target areas include approximately 4.4 miles of trails spanning multiple neighborhoods and NPUs across Northwest Atlanta; and

WHEREAS, the City desires to enter into a Partnership Agreement (“PA”) with PATH for the Project as more fully set forth in the terms of the PA, in substantially the form attached hereto as Exhibit “A”.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the Mayor or his designee, on behalf of the Department of City Planning, is authorized to execute a Partnership Agreement on behalf of the City with PATH Foundation, Inc. d/b/a PATH (“PATH”) for the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) project in substantially the form attached hereto as Exhibit “A”.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate Partnership Agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the PA will not become binding upon the City and the City shall incur no obligation or liability thereunder until the same has been approved by the City Attorney or her designee as to form, signed by the Mayor, or his designee, attested to by the Municipal Clerk, and delivered to PATH.

**STATE OF GEORGIA
COUNTY OF FULTON**

**PARTNERSHIP AGREEMENT
ATLANTA COMMUNITY CHANGE GRANT**

THIS PARTNERSHIP AGREEMENT (“Agreement”) made and entered into this _____day of _____, 2024, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (“City”), and the **PATH FOUNDATION, INC.** a Georgia non-profit corporation (“PATH”) (collectively referred to as “Parties” or “Party”).

W I T N E S S E T H

WHEREAS, PATH was formed and organized in 1991 as a 501(c)(3), nonprofit organization with a mission to develop a system of interlinking multi-use trails through metro Atlanta for commuting and recreational uses; and

WHEREAS, PATH has a lean administrative structure, and a demonstrated record of trail planning, design and construction on numerous projects involving the City; showing its ability to complete projects on schedule, under budget, while leveraging significant private funding; and

WHEREAS, PATH’s areas of expertise include, without limitation, planning, routing, detailed design, project management, coordination, land or easement acquisition, financing, and performance of any or all other acts necessary or incidental to successful completion of cycle track, sidewalk, shared-use path and other high-quality bicycle and pedestrian projects; and

WHEREAS, on November 21, 2023, the U.S. Environmental Protection Agency (EPA) has issued a Notice of Funding Opportunity (NOFO) for the Environmental and Climate Justice Community Change Grants Program; and

WHEREAS, The Community Change Grants will fund community-driven, change-making projects that center collaborative efforts for healthier, safer, and more prosperous communities by accepting Track 1 and Track II applications; and

WHEREAS, Track I Applications – Community-Driven Investments for Change will focus on multi-faceted applications with Climate Action and Pollution Reduction Strategies to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities with awards between ten and twenty million dollars each; and

WHEREAS, each Track I Application requires a Lead Applicant and a Statutory Partner that is a non-profit Community Based Organization, and

WHEREAS, The City of Atlanta will be the Lead Partner and the PATH Foundation, will be the Statutory Partner in the Track 1 Application- Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) grant application; and

WHEREAS, the EPA Environmental and Climate Justice Grant requires that a signed and legally binding Partnership Agreement between the Lead Partner and the Statutory Partner be submitted as

part of the grant application; and

WHEREAS, the Project is intended to improve mobility, connectivity, and safety throughout District 9 neighborhoods by constructing trails in Atlanta’s Westside neighborhoods; and

WHEREAS, a Resolution authorizing the Mayor or his designee, including the Commissioner of the Department of City Planning, to apply for a U.S. Environmental Protection Agency (EPA) Environmental and Climate Justice Community Change Grant Program on behalf of the City of Atlanta in an amount not to exceed Twenty-Million Dollars and Zero Cents (\$20,000,000.00) for the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) Track I Application is being considered by the Atlanta City Council.

WHEREAS, the City wishes to undertake the Project.

NOW THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter, and for other good and valuable consideration, the parties hereto do agree as follows:

1.

STATEMENT OF AGREEMENT

The City and PATH hereby agree that, the City of Atlanta will be the Lead Applicant and the PATH Foundation will be the Statutory Partner. The City of Atlanta, as the Lead Applicant will be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities and to the PATH Foundation, as the Statutory Partner. The City of Atlanta will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs and for compliance and legal issues, and managing risks associated with the project. In addition, the City of Atlanta, as the Lead Applicant will be responsible for compliance and legal issues, and managing risks associated with the project. The Roles and Responsibilities of the City of Atlanta are described in more detail in Exhibit A, attached hereto.

PATH Roles and Responsibilities, including assisting the city to secure easements , implementing design, permitting, construction management and construction related work necessary to design and construct the proposed Project as described in the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) grant application, described in more detail Exhibit “B,” attached hereto.

2.

TIME OF PERFORMANCE

PATH shall commence the performance of its obligations pursuant to the terms of this Agreement upon notification by EPA that the City of Atlanta Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) Track I Application Community Change Grant has been selected for an award and will extend until the grant’s Project of Performance ends.

3.

PROJECT MANAGEMENT AGREEMENT AND SUBAGREEMENT

If the proposed the Green Resilient Infrastructure & Trails in Westside Atlanta (GRITS-ATL) grant application is selected by EPA for an award, then the City of Atlanta and the PATH Foundation will enter a subaward agreement that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

In addition, the City of Atlanta and the PATH Foundation will enter into a Project Management Agreement (PMA) to implement the design, permitting, construction management and construction related work necessary to design and construct the proposed Project.

4.

DISPUTE RESOLUTION TERMS OF THIS AGREEMENT

- a. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- b. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- c. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- d. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.
- e. Any agreement between PATH and any other Person shall specify that the City shall have the right to enforce the terms of the agreement without the consent of PATH and that the obligations of any Person under any agreement with PATH shall survive the termination of the existence of this Agreement and/or the termination of the existence of PATH.
- f. PATH acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may require the legislative authorization of the Atlanta City Council and approval of the Mayor. Under Georgia law, PATH is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of PATH's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that PATH may be precluded from recovering payment for such unauthorized goods or services. Accordingly, PATH agrees that if it provides goods or services to the City under a contract that has not received

proper legislative authorization or if PATH provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by PATH. PATH assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

5.

TERMINATION AND REPLACEMENT OF THE STATUTORY PARTNER

Termination of the Partnership Agreement, during the Community Change Grant Period Performance, by the City of Atlanta, as the Lead Partner, with the PATH Foundation as the Statutory Partner, it will be through legislative authorization of the Atlanta City Council and approval of the Mayor.

The City of Atlanta will replace the Statutory Partner through legislative authorization of the Atlanta City Council and approval of the Mayor. The City of Atlanta will ensure that the replacement Statutory Partner will have comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years.

The City of Atlanta has contacted Park Pride to serve as a Statutory Partner to replace the PATH Foundation if necessary. Park Pride has comparable expertise, experience, knowledge, and qualifications as the PATH Foundation. Park Pride has agreed to serve as a Statutory Partner if needed.

Park Pride is a nonprofit organization that engages communities in their neighborhood parks through volunteer projects, community gardens, community-led park redesigns and by providing grants for capital park improvements. Since 1989, Park Pride is the only Atlanta-based nonprofit that provides programs and leadership to help communities realize their dreams for neighborhood parks. They have partnered with more than 100 Friends of the Park groups to spearhead volunteer projects, community gardens, community-led park redesign, and to provide grants for parks. They have helped invest millions of dollars in park improvement supported over 250 part initiatives across the city. Through this work, they have conceptualized, funded, designed, and implemented countless park improvement projects. As a result of their efforts, they have established strong community relationships throughout the city, as well as with many experienced vendors and contractors.

6.

NOTICES TO THE PARTIES

The City appoints as its designated representative for the receipt of notices, submittals, or other communications, the Commissioner of Atlanta Department of Parks and Recreation, or any successor, whose address for the purpose of this Agreement shall be:

Commissioner Jahnee Prince
City of Atlanta Department of City Planning
55 Trinity Avenue, S.W.
Suite 1450

Atlanta, GA, 30303
JRPrince@Atlantaga.gov
404-330-6070

PATH appoints as its designated representative, for the receipt of notices, submittals, or other communications, Greta deMayo, whose address for the purpose of this Agreement shall be:

Greta deMayo
Executive Director
PATH Foundation, Inc.
1601 Peachtree Street, NE
Atlanta, Georgia 30309
greta@pathfoundation.org
404-875-7284

All notices, submittals or other communications shall be made to the designated representative in writing and delivered by: (a) hand delivery at the address indicated herein; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) Email immediately followed by a confirmation call. The day upon which such notice is hand delivered or emailed and confirmed shall be deemed the date of service of such notice if delivered by such means. The date that is three (3) business days after deposit in the mail shall be deemed the date of service of such notice if delivered by United States Certified Mail. Either party may change its designated representative by notice to the other as provided herein or may name other persons as sub-designees for the receipt of specific types of materials, such as engineering plans, blueprints or other voluminous documents, provided however that the designated representative shall always receive a simultaneous notice describing the type of material which is sent to any sub-designee.

7.

GENERAL PROVISIONS OF THIS AGREEMENT

- a. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- b. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.
- c. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- d. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

- e. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.
- f. Any agreement between PATH and any other Person shall specify that the City shall have the right to enforce the terms of the agreement without the consent of PATH and that the obligations of any Person under any agreement with PATH shall survive the termination of the existence of this Agreement and/or the termination of the existence of PATH.
- g. PATH acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may require the legislative authorization of the Atlanta City Council and approval of the Mayor. Under Georgia law, PATH is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of PATH's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that PATH may be precluded from recovering payment for such unauthorized goods or services. Accordingly, PATH agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if PATH provides goods or services to the City in excess of the any, contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by PATH. PATH assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

8.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements, and agreements between the parties concerning the subject matter hereof, and constitutes the full, complete and entire agreement between the parties with respect to the terms of the Agreement. No member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed the seals.

PATH Foundation, Inc.

By: _____
Greta deMayo, Executive Director

Attest: _____

CITY OF ATLANTA

Municipal Clerk (SEAL)

By: _____
Andre Dickens, Mayor

RECOMMENDED BY:

Commissioner, Department of City Planning of Parks and

APPROVED AS TO FORM

City Attorney

Exhibit A

Community Change Grant- City of Atlanta/Lead Applicant Roles and Responsibilities

City of Atlanta will be the Lead Applicant and as a result will be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant. The City of Atlanta will enter into a Cooperative Agreement with EPA for the management and implementation of the Community Change Grant and will be responsible for the receipt of federal funds. The City of Atlanta will have the responsibility for making subawards to Collaborating Entities and will ensure that the terms and conditions of the grant agreement “flow down” to all subaward recipients.

Grant responsibilities are listed below:

1. Legislation: City of Atlanta staff will draft and submit legislation for adoption/ approval to:
 - Accept the Community Grant award and set up grant accounts.
 - Provide Subawards to Collaborating entities.
 - Enter into a Program Management Agreement (PMA) with the PATH Foundation, the Statutory Partner.
 - Replace the Statutory Partner with another Statutory Partner if needed.
 - Amend adopted legislation to add DCP as a user for existing contracts such as David Bacon, Environmental Review etc.
2. Reporting: The City of Atlanta will prepare and submit, with assistance from the Collaborative Entities, required reports, as listed below.
 - Quarterly Reporting: Quarterly reports will be submitted 30 days after the end of each reporting period. With the 3-year grant period, 12 quarterly reports will be submitted.
 - Annual Reporting:
 - Federal Financial Report (SF-425): The Federal Financial Report (FFR) indicating the amount of federal funds expended will be submitted annually. Three reports will be submitted.
 - MBE/WBE Utilization Rate: (5700-52A) An annual MBE/WBE utilization using from 5700-52A will be submitted. All invoices submitted for reimbursement to the City of Atlanta will have to indicate the work performed by an MBE/WBE entity.
 - Closeout/Final Performance Report: A final report will be submitted 90 days after the end of the period of performance.
 - Justice 40 Reporting: reporting of certain metrics to demonstrate activities that contribute to the 40% goal will be prepared and submitted.
3. Collaborative Governance Structure: The Collaborative Governance Structure has the roles and responsibilities of the City of Atlanta (Lead Applicant), Collaborating Entities, community residents in managing and overseeing the project activities. The City of Atlanta will take the lead to ensure the Governance Structure is followed and implemented through the grant period. The Governance Structure includes:
 - Information on how the City of Atlanta and the Collaborating Entities will coordinate with each other and the community on project development and progress.

- Establish a decision-making process between the Lead Applicant and the Collaborating Entities to ensure that decisions are transparent and are made in an expedited manner when necessary.
 - The City of Atlanta will work with Collaborating entities to track and measure project performance: indicator tracking, monitor progress towards achieving outputs and outcomes and evaluate program and project progress/success from initiation to completion.
 - Establish a process for replacing a Collaborating Entity to ensure that the replacement has comparable skills, qualifications, expertise, community support and to avoid an adverse impact on grant performance. The City of Atlanta has contacted Park Pride and they have agreed to be replacement to the PATH Foundation, the Statutory Partner, if needed.
4. Community Engagement: The City of Atlanta will continue to lead and collaborate with PATH Foundation, Collaborating Partners and stakeholders on community outreach and engagement during the period of performance.
 5. Payment: The City of Atlanta will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs. The City of Atlanta will review and pay invoices from the Collaborating Entities. After invoices have been paid, monthly or at least quarterly, the City of Atlanta will submit payment drawdowns via ASAP.
 6. Signage: Signage indicating that the grant work is funded by US EPA and the IRA will be placed in the project area. Signage dimension, color and language will meet EPA and IRA requirements.
 7. Audit Requirements: The City of Atlanta will obtain a single audit from an independent auditor. The audit will include the Collaborating Entities.
 8. Compliance: City of Atlanta will ensure compliance with applicable federal regulations:
 - Davis Bacon (DBRA) and CAA 314 (Labor Standards & wages): all applicable work conducted by the Collaborating Entities will meet Davis Bacon Requirements. Applicable wages will be identified, interviews will be conducted, and payroll documentation will be collected.
 - National Historic Preservation Act (NHPA): Section 106 compliance/consultation with SHPO- prior to any work conducted, the Georgia State Historic Preservation will be contacted to start consultation/compliance with Section 106. Environmental Review documentation will be submitted and if any adverse effect is identified, the City of Atlanta will enter into a Memorandum of Agreement to mitigate the adverse effects.

9. Records Retention: The City of Atlanta and the Collaborating Entities will be required to retain financial records, supporting documents and records pertinent to the grant for 3 years from the submission of the final expenditure report.
10. Readiness Approach: City of Atlanta will coordinate the work of the Collaborating Entities so that implementation/ performance of award starts within 120 days after award.
11. Government approvals: The Department of City Planning Office of Buildings, in coordination with City agencies, will review and issue all land disturbance and building permits, collect fees and conduct inspections for all of the grant funded work.

12. Federal Legislation

The City of Atlanta will ensure compliance with the grant's terms and conditions, including the ones listed below. These requirements will flow down to the Collaborating Entities in the Subaward Legislation.

2 CFR 184 Build America, Buy America (BABA): Certain projects funded with the Community Change Grant may be subject to the Buy America domestic content sourcing requirements under the provisions of the Infrastructure Investment and Jobs Act (IIJA). The City of Atlanta will work with Collaborating Entities to ensure that iron, steel, manufactured products, and construction materials consumed in, incorporated into, or affixed to federally funded infrastructure projects is produced in the United States.

2 CFR § 200.302(b)- Financial management: non-Federal entity's financial management systems must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

2 CFR § 200.303 -internal controls: Non- Federal entity must Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2 CFR § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2 CFR 200.331 Subrecipient and Contractor Determination: a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor.

2 CFR § 200.332 Requirements for pass-through entities: the Collaborating Entities, and other subrecipients, will be accountable to the Lead Applicant for proper use of EPA funding.

2 CFR § 200.501(a): The City of Atlanta will obtain a single audit from an independent auditor, if

more than \$750,000 is expended a fiscal year. Audits will be made public in accordance with the process described in 2 CFR § 200.512. The City of Atlanta will submit form SF-SAC and a Single Audit Report Package within 9 months of the end of the grantee's fiscal year or 30 days after receiving the report from an independent auditor.

2 CFR Part 1500- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities: Record retention, procurement standards.

40 CFR Part 33: Disadvantaged Business Enterprise Rule: Subaward recipients will comply with competitive procurement contracting requirements to ensure nondiscrimination in the award of contracts under EPA financial assistance agreements. The City of Atlanta and Subaward recipients will be required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement.

Exhibit B

Community Change Grant- PATH Foundation Statutory Partner Roles and Responsibilities

PATH shall assume all responsibility for the Project, with respect to the professional quality, technical accuracy and the coordination of all designs, drawings, and specifications and other services furnished by or on behalf or required of the City pursuant to this Agreement.

- a. PATH shall correct or revise or cause to be corrected and revised any errors and deficiencies in the designs, drawings, specifications, construction and/or other services as required in this Agreement and furnished under this Agreement. The City shall give written notice to PATH of the need to correct or revise the designs, drawings, specifications, construction and/or other services as required in this Agreement within thirty (30) business days after receipt of same. PATH is obligated to address any errors or deficiencies in the work as specified in this Agreement and/or assume all responsibility caused by such errors and deficiencies and agrees that the time period specified herein is reasonable for PATH to be required to make such revisions and corrections. All plans shall be prepared in English units.
- b. PATH shall be responsible for any claim, damage, loss or expense to the City that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, construction and/or other services required to be furnished by or on behalf of the City pursuant to this Agreement, in the event that such claim, damage, loss or expense arises from obligations which PATH has specifically undertaken in this Agreement.
- c. At the completion of the Project and all reasonable times, PATH agrees that authorized representatives of the City may review and inspect the activities and data collected under the terms of this Agreement and any amendments hereto, including but not limited to all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City, PATH or any other Person(s).
- d. PATH agrees that all agreements with any Person(s) shall cause all such Person(s) to be bound to the same terms and conditions and standards of performance as this Agreement. No action, omission, error or failure to act on the part of any Person shall excuse the obligations of PATH under this Agreement. No contract or sub-contract under this Agreement shall be assigned.
- e. All of the services required hereunder will be performed under the direct supervision of PATH. All Persons engaged by PATH to work on the Project shall be fully qualified and shall be authorized or permitted under applicable state and local law to perform such services.
- f. If and where applicable, PATH agrees to follow all specifications required by the City for transportation infrastructure improvements to the right of way as detailed in the City's Right of Way Manual.
- g. The City shall provide and/or approve all standards and specifications for the Project.
- h. The City will make available in a timely manner all records and documents required by PATH to complete the Project.

- i. Any data transferred to PATH by the City remains the proprietary product of the City. The City shall retain title and ownership of all data including any digital data. In no event will the City be liable for any damages whatsoever, including but not limited to, direct or indirect damages, any loss of profits, any costs or expenses incurred, any lost savings, or other incidental or consequential damages, arising out of the use or arising out of the inability to use any data transferred by the City. PATH may not redistribute, rent, lease, sell, transfer or otherwise use for any purpose not specific to this Agreement, any data provided by the City, or any portion thereof, without the express written permission of the City.
- j. PATH waives for itself, its successors, and its assigns and any Person employed or engaged by it in any capacity, all rights to any claim to damages whatsoever arising out of the use of the City's data for the Project, and/or the provision of this data to PATH and/or the transfer of this data to PATH. The foregoing waiver shall be included in any and all contracts or agreements related to the Project and that any Person employed on the Project shall agree to the same.
- k. PATH agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this Agreement or developed in connection with the Project ("Project Data") shall become the property of the City. One copy of all Project Data shall be organized, indexed, bound, and delivered to the City no later than the advertisement of the Project for letting. The City shall have the right to use Project Data without restriction or limitation unless otherwise provided herein. Subject only to the terms of this Agreement which specify otherwise, PATH warrants that it owns all Project Data and has the right to grant unlimited use of all Project Data to the City. PATH waives all claims for compensation connected with any future use of the Project Data. The City agrees that Project Data is intended to be specific to this Project.
- l. PATH shall implement design, finalize all permitting, provide construction management, and oversee construction for the Project.
 - a. PATH will procure and manage a team of qualified contractors.
 - b. PATH and its contractors will communicate Project construction activities to affected parties.
 - c. PATH will manage the construction of the permitted Project.
 - d. PATH will oversee construction activities to ensure schedule and budget constraints are maintained.
 - e. PATH will deliver a completed Project.
- m. PATH or persons engaged by PATH shall provide a one (1) growing season warranty for all tree material planted as part of the approved construction plans.
- n. PATH agrees to follow all specifications required by the Georgia Department of Transportation ("GDOT") for infrastructure improvements to the right of way as detailed in/by GDOT guidelines and policies as it pertains to GDOT Right of Way.
- o. PATH or persons engaged by PATH shall obtain any and all required approval(s) and/or permit(s) from GDOT prior to working in GDOT Right of Way.

- p. In the event of termination of the Project by the City, PATH is obligated to return the Project site to a clean and safe condition within a reasonable period of time not to exceed sixty (60) days, which does not unreasonably impede the flow of bicycle, motor vehicle and pedestrian traffic.

**AN ORDINANCE
BY COUNCILMEMBER BYRON D. AMOS**

AN ORDINANCE REQUESTING THE MAYOR OR HIS DESIGNEE, TO INSTALL “NO PARKING” SIGNS TO RESTRICT PARKING ON WESTMOOR DRIVE, NW; TO WAIVE CITY CODE SECTION 150-92 OF THE ATLANTA CITY CODE OF ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, Westmoor Drive, NW is a 0.2 mile residential street located off Mayson Turner Road, NW in District 3 of the city of Atlanta, Georgia.

WHEREAS, residents in the area have raised concerns about vehicles parking along the curb and in the traffic lane preventing Department of Public Works Trucks and Emergency Vehicles from entering the area.

WHEREAS, the large number of parked vehicles in this area is disrupting the flow of traffic and creating a nuisance for local residents and travelers; and

WHEREAS, nearby residents have request “no parking” signs be installed to rectify the situation; and

WHEREAS, it is recommended that the Atlanta Department of Transportation evaluate this request and act to restrict parking along the Westmoor Drive, NW so as to improve the flow of traffic along the roadway and allow for emergency and crucial city services to enter the street unimpeded.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: That the Atlanta Department of Transportation is requested to review the request to install “no parking” signs on Westmoor Drive, NW and that signage be installed within thirty (30) days of approval by ATLDOT.

SECTION 2: That section 150-92 of the Atlanta City Code of Ordinances is waived for the purpose of this ordinance, only.

19.

FEC.

ELMS ID #35485
AN ORDINANCE BY *Howard Shook*
COUNCILMEMBER HOWARD SHOOK

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024 BUDGET BY TRANSFERRING AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000.00) FROM THE GENERAL FUND TO THE CAPITAL FINANCE FUND; AND FOR OTHER PURPOSES.

WHEREAS, Ordinance No. 24-O-1036 adopted by the Atlanta City Council on February 19, 2024 and approved by the Mayor on February 28, 2024, amended the Fiscal Year 2024 Budget (“Mid-Year Budget Amendment”); and

WHEREAS, the Mid-Year Budget Amendment, among other matters, transferred funds in the amount of Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) from the uncommitted fund balance to the Department of Enterprise Asset Management for City Council Chambers/Committee Room and Channel 26 upgrades; and

WHEREAS, the funding was transferred to the General Fund but is properly categorized to be used for capital expenses; and

WHEREAS, the Chief Financial Officer recommends that an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) be transferred from the General Fund to the Capital Finance Fund to better reflect the nature of the expenses for which this funding will be utilized.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: The Fiscal Year 2024 Budget is amended by transferring an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) as follows:

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

Exhibit A