RESOLUTION NO. 2007-01-01

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ADOPT AND APPROVE THE AUTHORIZATION FOR THE MAYOR TO SIGN THE LEASE AGREEMENT WITH FULTON COUNTY REGARDING THE MORGAN FALLS BALL FIELDS

WHEREAS, Fulton County owns certain property known as Morgan Falls Ball Fields (a 30 acre park) said premises being more particularly described as set forth on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Fulton County is no longer providing recreational services within the incorporated City of Sandy Springs; and

WHEREAS, the Mayor and City Council of the City of Sandy Springs desire to lease this property to provide recreational activities and furthering greenspace enjoyment within the City of Sandy Springs; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA,

That the City of Sandy Springs Mayor and City Council affirm the authorization for the Mayor to sign a lease agreement with Fulton County for property known as Morgan Falls Ball Fields.

APPROVED AND ADOPTED on this the 16th day of January 2007.

Approved:

Eva Galambos, Mayor

Attest:

Christina V. Rowland, City Clerk

(Seal)

Lease Agreement

Regarding Morgan Falls Ball Fields

Georgia
Fulton County

WHEREAS, FULTON COUNTY, a political subdivision of the State of Georgia ("Fulton County"), owns certain property in Fulton County, Georgia (a legal description of said property being attached hereto marked exhibit "A" a 30 acre park known as Morgan Falls Ball Fields (the "30 acre Ball Field"); and

Whereas, it is the desire of Fulton County that the 30 acre Ball Field be made available for the purpose of serving the citizens of Sandy Springs and Fulton County who desire to make use of the park as a means of recreation: and

WHEREAS, following its creation by the 2005 Georgia General Assembly and referendum approval, the City of Sandy Springs (the "City") became incorporated and commenced operations on December 1, 2005; and

WHEREAS, in January 2006, Fulton County and the City entered into an Intergovernmental Agreement for the City to lease Fulton County-owned parks within the boundaries of Sandy Springs through December 31, 2006; and

WHEREAS, because Fulton County is no longer providing recreational services within incorporated City of Sandy Springs, and will no longer be providing recreational activities within said city, the Fulton County Board of Commissioners finds that it is not in the public interest for Fulton County to retain possession and to be responsible for the operation, maintenance and capital replacement expenditure related to said 30 acre Morgan Falls Ball Fields; and

WHEREAS, on May 17, 2006 Fulton County Board of Commissioners resolved to enter a 50 year lease of said 30 acre Morgan Falls Ball Fields to the City in an

intergovernmental agreement, provided the County shall retain the right to utilize the park on a periodic basis for the purpose of providing citizens with other County services (such as distribution of public information material and health screenings), provided that the County shall be required to give at least 30-days' notice to the City and that such activities do not unreasonably disrupt recreational activities at the parks; The Board found that such lease would result in substantial benefit to community of Sandy Springs and Fulton County and remove the burden and expense of maintaining and operating said park;

Now, THEREFORE, for and in consideration of the sum of one dollar ($1.00) in hand paid, the receipt and sufficiency is hereby acknowledged, and other good and valuable consideration and the mutual covenants and agreements hereinafter contained, the parties hereto mutually covenant and agree with each other as follows:

1.

Fulton County hereby leases to the City the aforementioned property, known as 30 acre Morgan Falls Ball Fields, described on Exhibit "A" hereto, for a 50 year term of lease. The terms of this lease shall commence on the 29th day of December, 2006 for a 50 year term, ending on the 28th day of December, 2056 at midnight, subject to exercise the right of termination upon written notice in accordance with paragraph 8. The City shall pay Fulton County the sum of one dollar ($1.00) annually payable on the anniversary date of this lease agreement or the City may at its option make a single lump sum payment of $50.00 upon execution of this lease agreement.

2.

It shall not be the responsibility of the County to furnish or incur costs for equipment, maintenance or other expenses including, but not limited to, utilities necessary for the operation of the Morgan Falls Ball Fields.

3.

In the event that the Georgia Environmental Protection Division releases the County from any further monitoring or other obligations related to the Morgan Falls Ball Fields, the City will have the option to purchase Morgan Falls Ball Fields for the sum of One Hundred Dollars ($100.00) an acre, provided that Fulton County shall reserve the right to utilize the park on a periodic basis for the purpose of providing citizens with other County services (such as distribution of public information materials and health screenings), and further provided that the County shall be required to give at least 30-days' notice to the City, and that such activities do not unreasonably disrupt recreation activities at the 30 acre Ball Field.

4.

In consideration for the leasehold estate herein granted, the City hereby agrees to select, appoint, compensate and contract for all necessary construction, equipment and personnel to maintain and operate said Ball Fields.

5.

The City of further agrees to provide and be responsible for cleaning and custodial services of the leased premises.

6.

The City shall, throughout the term of this lease and at its sole expense, properly comply with all laws and regulations of federal, state, county and municipal governments and appropriate departments, commissions, boards, and officers thereof made necessary by its occupancy hereunder. The City shall obtain liability insurance in an amount not less than $100,000 and shall furnish to the Fulton County governing authority within sixty (60) days from the execution of this agreement a copy of said liability insurance policy.

7.

The City shall indemnify Fulton County against all claims, demands, liabilities, expenses and losses incurred by Fulton County including reasonable attorneys fees and costs of defense, as the result of:

(a) Failure of the City to perform any covenants required to be performed under this agreement;

(b) Any accident, injury or damage which shall happen in or about the leased property which is the result of nuisance or negligence caused by the City.

(c) Failure to comply with any requirements of any governmental authority made necessary by the occupancy of the City.

8.

If at any time the whole of the leased premises or such portion thereof as to make the premises unusable for the purposes herein leased are destroyed by storm, fire, lightning, earthquake, or other casualty, the City ~~either~~ ~~party may~~ either may cancel this lease upon notice, if notice is given within six (6) months of the aforesaid event.

9.

If Lessee materially violates any of its obligations under this lease, and, within ninety (90) day after Lessee's receipt of written notice from Lessor, Lessee has not substantially corrected such violation, then Lessor at its option may terminate this lease by giving written notice of termination to Lessee. In such event, this lease shall terminate immediately and Lessee will remove itself and its personal property from the premises with sixty (60) days after receiving such written notice of termination of lease.

Notice of the parties hereby shall be certified mail, as follows:

If to County: Thomas C. Andrews, County Manager
Fulton County Government Center
141 Pryor Street, S.W., Suite 10061
Atlanta, Georgia 30303

Land Administrator
Fulton County General Services Department,
Land Acquisition and Leasing Division
141 Pryor Street SW, Suite 8021
Atlanta, Georgia 30303

with a copy to:

Mrs. Overtis H. Brantley, Esquire, County Attorney
Fulton County Attorney's Office
Fulton County Government Center
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

If to City of Sandy Springs:

City Manager
City of Sandy Springs
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350

With a copy to:

City Attorney
City of Sandy Springs
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350

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IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals, this _____ day of 2006. FULTON COUNTY, a Political Subdivision of the State of Georgia

Fulton County, a political subdivision of the State of Georgia

By: _____
Emma I. Darnell
Commission Vice Chair

Attest: _____
Mark Massey, Clerk of Commission

ITEM # 06-0903 RCS 8/16/06
RECESS MEETING

APPROVED AS TO FORM
This 22 day of December, 2006.

Beryl H. Weiner by Margaret S. Scales
Associate Fulton County Attorney

City of Sandy Springs

by: _____
Mayor

Attest: _____

Attest

_____
Clerk of Commission

Approval as to Funds: _____
Director of Finance

Approval as to Substance: _____

Approval as to Form: _____