

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
FEBRUARY 4, 2019**

ANGELYNE BUTLER
MAYOR

Kimberly James
Ward 1

Dabouze Antoine
Ward 2

Sandra Bagley
Mayor Pro-Tem/ Ward 3



Latresa Akins-Wells
Ward 4

Allan Mears
Ward 5

**City Hall Council Chambers
745 Forest Parkway
Forest Park, GA 30297**

Work Session 6:00 P.M.

- Call to Order
- City Manager's Report
- Presentation – Waste Management
- Places of Assembly Ordinance

Mayor Butler
Angela Redding
Alan Owens
Mike Williams

Regular Meeting 7:00 P.M.

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Comment Period
- VI. **Approval of Minutes**
 1. Work Session of Mayor & Council of January 22, 2019
 2. Regular Meeting of Mayor & Council of January 22, 2019
- VII. **Agenda Items:**
 1. Appointment to Development Authority
(Previously Tabled Agenda Item - January 22, 2019)

**CITY OF FOREST PARK
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FEBRUARY 4, 2019**

2. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia Establishing the Budgets for Special Revenue Funds for the Fiscal Year 2018-2019.

Background and Summary: The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes. These Funds consist of various Grants and Projects that are not included in the general operations budget of the City.

3. Consider the Approval by the City Council of the City of Forest Park authorizing the Mayor to execute a Revocable License Agreement with Metropolitan Eagles Football Club of Clayton County for the use of City of Forest Park Facilities and Vending Concessions.

Background and Summary: The Metropolitan Eagles Football Club requests to use Forest Park recreational facilities within reasonable limits. MEFC requests that Forest Park make available those facilities which are suitable to conduct Football Games upon the recommendation of the Director of Recreation & Leisure Services Department. The duration of the agreement is for the following dates: March 30, April 6, April 13, and April 20, 2019. The fee will be \$200 per game held at Kiwanis Stadium and \$75 per game for the use of the concession stand. The said amount is due one week prior to scheduled game date. MEFC agrees to pay \$100 clean-up fee per game at Kiwanis Stadium unless MEFC provides their own cleaning service. MEFC MUST CONTACT the Forest Park Police Department to schedule security for their activity. MEFC will pay for one Forest Park staff person for each game from 5 pm – 9 pm in the amount of \$30 per hour, per game payable at the conclusion of each game.

4. Consider a Resolution by the City Council of the City of Forest Park to Accept the Right-of-Way Deed from the Development Authority.

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
FEBRUARY 4, 2019**

- VIII.** Executive Session for Personnel, Litigation and Real Estate Matters
Legal Matters
- IX.** Comments by Governing Body
- X.** Adjournment

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO. _____

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF
FOREST PARK, GEORGIA ESTABLISHING THE BUDGETS FOR
SPECIAL REVENUE FUNDS FOR THE FISCAL YEAR 2018-2019.**

BE IT ORDAINED by the Governing Body of the City of Forest Park that the total of \$1,225,978 is the estimated revenues and expenditures for Special Revenue Funds for the fiscal year 2018-2019, as itemized on Exhibits A and B, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS THE 4th DAY OF FEBRUARY, 2019.

Angelyne Butler, Mayor

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

CITY OF FOREST PARK
SPECIAL REVENUE FUNDS - BUDGETS
FISCAL YEAR 2018 - 2019

ACCOUNT #	<u>SPECIAL REVENUE FUND NAME</u>	2018-2019 BUDGET <u>AMOUNT</u>
	<u>REVENUES</u>	
211-00-0000-35-1320	LOCAL DRUG TASK FORCE	\$ 50,000
215-00-0000-34-2500	EMERGENCY TELEPHONE SYSTEM FUND (E911) FEES	350,000
250-00-0000-33-1113	COPS HIRING PROGRAM GRANT	150,000
250-00-0000-33-1114	COPS HIRING PROGRAM GRANT - CITY MATCH	100,657
250-00-0000-33-1101	2017 BPV GRANT	4,780
250-00-0000-33-1102	2017 BPV GRANT - CITY MATCH	4,780
250-00-0000-33-1134	2015 CDBG - WEST STREET	68,784
250-00-0000-33-1135	2016 CDBG - WEST STREET	61,748
250-00-0000-33-1136	2017 CDBG - TOWN CENTER PLAZA	100,000
250-00-0000-33-1180	EDWARD BYRNE GRANT 2017/2018	27,047
270-00-0000-33-1101	TAX ALLOCATION DISTRICT #1	248,182
275-00-0000-31-4100	HOTEL / MOTEL TAXES FUND	<u>60,000</u>
	TOTAL REVENUES	<u>\$ 1,225,978</u>

EXHIBIT B

CITY OF FOREST PARK
SPECIAL REVENUE FUNDS - BUDGETS
FISCAL YEAR 2018 - 2019

ACCOUNT #	<u>SPECIAL REVENUE FUND NAME</u>	2018-2019 BUDGET <u>AMOUNT</u>
	<u>EXPENDITURES</u>	
211-31-3210-53-1105	LOCAL DRUG TASK FORCE - SUPPLIES	\$ 50,000
215-32-3802-51-1101	E911 FUND - PERSONNEL COSTS	90,445
215-32-3802-52-1101	E911 FUND - SERVICE SUPPLIER FEES	15,000
215-32-3802-52-1301	SYSTEM MAINTENANCE CONTRACT	135,000
215-32-3802-54-2502	E911 FUND - CAPITAL OUTLAY	15,000
215-32-3801-58-1200	PRINCIPAL - LOAN - RADIO SYSTEM	80,000
215-32-3801-58-2200	INTEREST - LOAN - RADIO SYSTEM	14,555
250-21-7550-54-1428	2015 CDBG - WEST STREET	68,784
250-21-7550-54-1429	2016 CDBG - WEST STREET	61,748
250-21-7550-54-1431	2017 CDBG - TOWN CENTER PLAZA	100,000
250-31-3210-51-1100	COPS HIRING PROGRAM GRANT	250,657
250-31-3340-54-2509	EDWARD BYRNE GRANT 2017 / 2018	27,047
250-31-3340-54-2520	2017 BVP GRANT	9,560
270-20-7540-52-1100	TAX ALLOCATION DISTRICT #1	248,182
275-20-7540-52-1100	HOTEL / MOTEL TAXES FUND	<u>60,000</u>
	TOTAL EXPENDITURES	<u>\$ 1,225,978</u>

STATE OF GEORGIA
COUNTY OF CLAYTON

LICENSE AGREEMENT

REVOCABLE LICENSE AGREEMENT
AND SPECIFICATIONS FOR THE USE OF CITY OF
FOREST PARK FACILITIES AND VENDING CONCESSIONS

THIS AGREEMENT made and entered into this 25 day of January, 2019 by and between **Metropolitan Eagles Football Club** (hereinafter "MEFC") of **Clayton County** and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

WHEREAS, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes;

WHEREAS, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities;

WHEREAS, Forest Park desires to allow MEFC the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

WHEREAS, while using Forest Park recreation facilities MEFC may want to provide vending and/or concession services at **Kiwanis Stadium**.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MEFC and Forest Park hereby agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The purpose of this Agreement is to provide and to permit limited vending and/or concession services by MEFC at a location or locations currently known as **Kiwanis Stadium** in conjunction with its use of the facility. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

1. **MEFC** shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Kiwanis Stadium** under the following terms, specifications, and condition

2. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other right at law.

3. Forest Park will provide **MEFC** with facilities for use by **MEFC** for recreation, concessions and vending purposes. Any other activities must be previously approved by personnel selected by Forest Park and additional fees paid for use of the facility(ies).

4. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **MEFC** is necessary.

5. Forest Park shall make available to **MEFC** those facilities which are suitable to conduct **Football Games** upon recommendation of the Director of the Recreation & Leisure Services Department.

6. **MEFC** agrees to provide adequate personnel to supervise the activities which take place in this area. The term "adequate" as used in the Agreement shall include that degree of supervision required to ensure proper conduct, control, and safety of the participants and shall be interpreted in the sole discretion of Forest Park subject to Paragraph 7, below.

7. It shall be the express responsibility of **MEFC** and its members to leave the premises in as good an order and the facilities in as neat and sanitary condition as when they began use of the facilities, including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises.

8. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **MEFC** must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.

9. It is hereby agreed that any damages to **Kiwanis Stadium** and adjacent facilities shall be repaired and paid for by **MEFC** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designee, shall be solely responsible for determining damages.

10. **MEFC** shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights, title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time.

11. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.

12. MEFC agrees to abide by all state and federal laws and by the Rules and Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

13. Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) days' written notice to MEFC.

ARTICLE II DURATION OF AGREEMENT

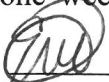
1. This Agreement shall be effective on the following dates: **March 30, April 6, April 13, April 20, 2019**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.

2. It is hereby agreed that a schedule or dates for use of the Forest Park Recreation facilities will be worked out in advance and that a schedule will be arranged as to avoid conflict between Forest Park and MEFC's use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and MEFC's events and programs shall have the priority assigned to them by Forest Park.

3. It is expressly understood and agreed by MEFC that they are not given sole and exclusive use of the facilities herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by MEFC for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore MEFC specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field, then in that event, Forest Park expressly reserves the complete and full right, power and authority, in its absolute and sole discretion, to assign and allocate dates and hours of use of any recreational facilities to MEFC and other users in any manner it deems appropriate to resolve any such conflicts, and MEFC agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

ARTICLE III CONSIDERATION FOR AGREEMENT

1. The consideration for this Agreement shall be payable as follows: **Two Hundred dollars (\$200) per game held at Kiwanis Stadium, and Seventy-five dollars (\$75) per game for the use of concession stand**. The said amount is due one week prior to scheduled game date.

 Initials

MEFC agrees to pay one hundred dollars (\$100) clean-up fee per game at Kiwanis Stadium unless **MEFC** provides their own cleaning services. Cleanliness must meet the staff's approval.

2. **MEFC** MUST CONTACT the Forest Park Police Department to schedule security for their activity. Contact person is Major Chris Matson at 404-366-4141.

3. **MEFC** will pay for one Forest Park staff person for each game. The hours for each game will be 5pm to 9pm.

4. **MEFC** shall pay an amount of thirty dollars (\$30) per hour, per game for a Forest Park staff person. Such sum shall be payable at the conclusion of each game.

**ARTICLE IV
LIABILITY, INSURANCE, GENERAL RELEASE,
INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

1. **MEFC** represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.

2. **MEFC** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.

3. **MEFC** will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00). This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days' written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.

4. **MEFC** agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of **MEFC**'s operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by **MEFC**, including, but not limited to, reasonable attorneys' fees and costs, if such fees and costs are deemed necessary by Forest Park.

5. The City of Forest Park Recreation & Leisure Services Department reserves the right to provide a staff person during the activities at **MEFC**'s expense, at any time at the City of Forest Park's discretion. **MEFC** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **MEFC**'s responsibility to secure at least two (2) City of Forest Park Police Officers to provide protection during the duration of all activities, unless otherwise advised by the City of Forest Park in writing.

6. The undersigned shall bear ultimate responsibility for all rules and regulations being following during all **MEFC** activities; and to provide in its rules that the entire area(s) used be

policed for litter control purposes after each event/program, and shall also accept the responsibility to ensure that such rules are strictly enforced.

7. **MEFC** hereby agrees and understands that while utilizing Forest Park facilities, they shall furnish Forest Park a copy of insurance coverage, including liability coverage in an amount acceptable by Forest Park and including Forest Park as an additional insured.

8. The undersigned hereby agrees that in lieu of signatures for all users per activity and/or the signatures of each user or participant's parent(s) or legal guardian utilizing the facilities, the undersigned hereby individually, as well as in their capacity as the authorized representative of **MEFC**, agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Paragraph 4 hereinabove.

ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with **Eric Moore**, identified as the **Owner of MEFC**, in all matters concerning this Agreement.

2. It is mutually agreed by **Eric Moore**, authorized representative of **MEFC** and in his/her own individual capacity, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by **Eric Moore**, individually and as the authorized representative of **MEFC**.

3. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.

4. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten days' written notice to **MEFC**.

5. Satisfactory performance of the terms of this Agreement rests in the supervisory personnel selected by the governing authority of Forest Park.

6. Employees, aides, staff, helpers, and/or participants and/or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of **MEFC** for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Workers' Compensation Act to **MEFC's** employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement or who participates in any event/program.

7. This Agreement constitutes the entire Agreement and understanding among the parties

hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereon.

8. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.

9. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

10. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to Metropolitan Eagles Football Club:

7870 Scarlett Drive
Jonesboro, Georgia 30236
ATTN: Eric Moore

As to the Forest Park Recreation and Leisure Services Department:

Ms. Elaine Corley, Director
Forest Park Recreation and Leisure Services Department
803 Forest Parkway
Forest Park, Georgia 30297

Or such address as shall be furnished by such notice to the other party.

11. No waiver by either party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

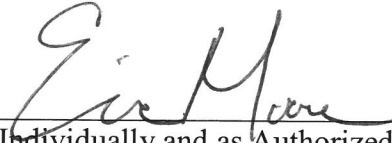
12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

13. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.



WITNESS



Individually and as Authorized
Representative of **Metropolitan Eagles Football Club**

Approved by:

City Manager
Purchasing Agent

Reviewed by:

Director, City of Forest Park Recreation
& Leisure Services Department

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT CERTAIN PROPERTY FROM THE DEVELOPMENT AUTHORITY OF FOREST PARK FOR PUBLIC USE

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City Council desires to accept a certain tract of land from the Development Authority of Forest Park for future use as a public right-of-way;

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. Pursuant to Section 5-1-3 of the Code of Ordinances, City of Forest Park, Georgia, the acceptance from the Development Authority of Forest Park for public use as a future right-of-way of that certain parcel of property attached as Exhibit A is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor or Mayor Pro Tem is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[Remainder of Page Left Intentionally Blank]

SO RESOLVED this 4th day of February, 2019.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Sandra Bagley, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Roadway Dedication

All that tract or parcel of land lying and being in Land Lot 180 of the 12th District, City of Forest Park, Clayton County, Georgia being more particularly described as follows:

COMMENCING at an iron pin found at the corner common to Land Lots 180, 181, 204 and 205 of the 12th District; thence along the land lot line common to Land Lots 180 and 205 North 88 degrees 54 minutes 34 seconds West for a distance of 150.69 feet to an iron pin found; thence leaving said land lot line South 00 degrees 41 minutes 56 seconds West for a distance of 331.55 feet to an iron pin found and THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED; thence along the arc of a curve to the right an arc length of 173.40 feet (said curve having a radius of 75.00 feet and being subtended by a chord bearing South 00 degrees 41 minutes 56 seconds West for a chord distance of 137.28 feet) to an iron pin placed; thence South 00 degrees 41 minutes 56 seconds West for a distance of 61.18 feet to an iron pin found on the northerly side of the right-of-way of J.G. Glover Court (a 60' right-of-way); thence along the northerly side of the right-of-way of J.G. Glover Court along the arc of a curve to the left an arc length of 46.83 feet (said curve having a radius of 75.00 feet and being subtended by a chord bearing South 61 degrees 22 minutes 20 seconds West for a chord distance of 46.08 feet) to a point; thence continuing along the northerly side of the right-of-way of J.G. Glover Court North 86 degrees 25 minutes 42 seconds West for a distance of 19.85 feet to an iron pin found; thence leaving the northerly side of the right-of-way of J.G. Glover Court North 00 degrees 41 minutes 56 seconds East for a distance of 82.55 feet to a point; thence along the arc of a curve to the right an arc length of 174.39 feet (said curve having a radius of 75.00 feet and being subtended by a chord bearing North 00 degrees 41 minutes 49 seconds East for a chord distance of 137.68 feet) to a point; thence along the arc of a curve to the right an arc length of 61.73 (said curve having a radius of 75.00 feet and being subtended by a chord bearing South 89 degrees 06 minutes 44 seconds East for a chord distance of 60.00 feet) to an iron pin found and THE POINT OF BEGINNING.

Said tract or parcel of land, containing approximately 0.502 acres, is more accurately depicted on that certain Retracement Survey prepared for American Logistics Investors, LLC, Standard Insurance Company and Chicago Title Insurance Company, by William C. Smith, Registered Land Surveyor No. 1803, dated December 3, 2018 and revised on December 28, 2018.

STATE OF GEORGIA

Please Return Document To:

COUNTY OF CLAYTON

RIGHT OF WAY DEED

THIS INDENTURE made this ____ day of _____, 2019 by and between the DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA (hereinafter referred to as "Owner"), party of the first part, and THE CITY OF FOREST PARK, GEORGIA, a municipality of the State of Georgia (hereinafter referred to as the "City"), party of the second part.

WITNESSETH:

THAT FOR and in consideration of the sum of One and No/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey to the City the property described on Exhibit A attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the said conveyed property in fee simple.

The Owner hereby warrants that it has the right to sell and convey said described property and binds itself, its heirs, executors and administrators forever to defend by virtue of these presents, the right and title to said described property unto the City against the claims of all persons whomsoever claiming by, through or under the Owner, but not otherwise.

This conveyance is made subject to all zoning ordinances, easements and restrictions of records.

This conveyance is made to dedicate said described property for inclusion as a part of the public right-of-way of J.G. Glover Court.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal the day and year first above written.

OWNER:

Signed, sealed and delivered
in the presence of:

DEVELOPMENT AUTHORITY OF
THE CITY OF FOREST PARK, GEORGIA

_____(SEAL)
Witness

By: _____(SEAL)
Title: _____

_____(SEAL)
Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]