AGENDA REPORT

MEETING DATE:	October 5, 2026	Regular
DEPARTMENT:	Public Works	Sara Leaders, Community Development and Public Works Director
SECTION OF AGENDA:	New Business	October 5, 2026
AGENDA ITEM TITLE:	Consideration of a Conservation Easement Agreement for Birmingham Park with Georgia-Alabama Land Trust, Inc.	
STATEMENT OF PURPOSE:	The purpose is to obtain Mayor and City Council approval of a conservation easement over approximately 185 acres of City-owned land at Birmingham Park.	
FINANCIAL IMPACT:	The City will continue to pay for the operation and maintenance of Birmingham Park. Establishing and holding a conservation easement also involves costs for documentation, surveys, legal work, and long-term monitoring. A one-time payment to cover those costs is consistent with land trust practice. The City's payment to Georgia-Alabama Land Trust, Inc. will be $20,000, budgeted in the Birmingham Park professional services operating account.	
RECOMMENDED ACTION:	Approve the Conservation Easement Agreement for Birmingham Park with Georgia-Alabama Land Trust, Inc.	

EXECUTIVE SUMMARY:

The proposed agreement would grant Georgia-Alabama Land Trust, Inc. a perpetual conservation easement over two tracts at Birmingham Park. The easement is intended to protect the property's open space, forests, wildlife habitat, water resources, and scenic character. The City would retain ownership and could continue to use and manage the property as a public park and greenspace, subject to the agreement's conservation restrictions.

PURPOSE/BACKGROUND:

Birmingham Park has been identified by Mayor and City Council as an opportunity to preserve natural habitat and greenspace in Milton through a proposed conservation easement.

In April 2025, Council discussed the areas proposed for conservation and initiated the surveying work needed to define the tracts. Council discussed potential easement terms in October 2025, followed by Milton Equestrian Committee review of proposed park improvements and uses. Council revisited the easement terms in November 2025.

Subsequent work included abandonment of right-of-way within the proposed easement area, surveying to prepare the plat and legal descriptions, and field work by Georgia-Alabama Land Trust during spring and summer 2026 to document the property's existing conditions and conservation values. Council approved a minor plat in September 2026 to establish the conservation tracts and delineate areas associated with existing and potential City facilities.

The proposed agreement would complete the City's work to establish the easement. It would place perpetual conservation restrictions on the identified tracts while retaining City ownership and the park uses and

management rights specified in the agreement.

STAFF ANALYSIS:

The agreement restricts development and uses that would impair the property's conservation purposes. It allows low-impact outdoor recreation and educational activities, including hiking, biking, horseback riding, nature observation, and environmental education, when conducted consistently with those purposes.

The City retains rights to maintain existing park trails and construct new gravel or natural-surface park trails within the agreement's limits. Certain park improvements, including signage, seating, shelters, parking, restrooms, and related utilities, are also permitted subject to the agreement's conditions and notice requirements. Designated habitat and the Little River corridor receive additional protection. The agreement reserves the City's ability to maintain and expand New Bullpen Road and Birmingham Highway and associated rights-of-way under its stated terms.

Georgia-Alabama Land Trust would hold, monitor, and steward the easement. The City would continue to own and manage the property.

FINANCIAL IMPACT:

The City will continue to pay for the operation and maintenance of Birmingham Park. Establishing and holding a conservation easement also involves costs for documentation, surveys, legal work, and long-term monitoring. A one-time payment to cover those costs is consistent with land trust practice. The City's payment to Georgia-Alabama Land Trust, Inc. will be $20,000, budgeted in the Birmingham Park professional services operating account.

ALTERNATIVES CONSIDERED:

Option 1: Approve the agreement and associated $20,000 payment, establishing perpetual conservation protections for the identified Birmingham Park tracts.
Option 2: Do not approve the agreement. The property would remain City-owned without the proposed conservation easement.

LEGAL AND REGULATORY CONSIDERATIONS:

The agreement establishes a perpetual conservation easement under the Georgia Uniform Conservation Easement Act. Once recorded, its restrictions will run with the land and bind future owners. Georgia-Alabama Land Trust will hold the easement and have the right to monitor compliance and enforce its terms. The City will retain ownership, subject to the agreement's restrictions and expressly reserved rights.

OPERATIONAL IMPACT:

The City will remain responsible for park operations, upkeep, and maintenance. Staff will need to account for the easement's restrictions and notice or consent requirements when planning future activities within the easement area.

COMMUNITY/STAKEHOLDER IMPACT:

The agreement would provide lasting protection for a substantial portion of Birmingham Park while allowing compatible low-impact public recreation and educational use.

STRATEGIC ALIGNMENT:

Aligns with Strategic Priority #2: Continue smart land planning to keep Milton unique, and Priority #3, Goal #2: Enhance existing passive parks to promote and preserve Milton's natural beauty for the enjoyment of all residents.

STAFF RECOMMENDATION:

Staff recommends approval of the Conservation Easement Agreement.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – September 29, 2026 Bernadette Harvill
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – September 29, 2026
Concurrent Review: Steven Krokoff, City Manager Steven Krokoff
Steven Krokoff (Oct 1, 2026 08:30:55 EDT)

ATTACHMENTS:

Conservation Easement Agreement

AFTER RECORDING, PLEASE RETURN TO:
Georgia-Alabama Land Trust, Inc.
Attn: J. Alex Robertson
226 Old Ladiga Road
Piedmont, Alabama 36272

CROSS-REFERENCES:
Deed Book 44201, Page 345
Deed Book 62338, Page 571

RE. TAX PARCEL NOS:
22 406003800409
22 405003420036
22 405003420556
22 405003420291
22 405003070302
22 389003050367
22 389003050342
22 389003430288
22 389003050300
22 389003050326
22 389003050185
22 388002710054

STATE OF GEORGIA
COUNTY OF FULTON

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (herein referred to as the "Conservation Easement") is executed and acknowledged on the date(s) set forth below and effective upon delivery to the Clerk of Court for recording in all applicable counties, by and between the **CITY OF MILTON**, a municipality of the State of Georgia, its successors and assigns, having an address at 2006 Heritage Walk, Milton, Georgia 30004 (the "Grantor"), in favor of **GEORGIA-ALABAMA LAND TRUST, INC.**, a Georgia non-profit corporation, its successors and assigns, having an address at 226 Old Ladiga Road, Piedmont, Alabama 36272 (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Fulton County, Georgia as more particularly described in **Exhibit "A"** and as depicted on **Exhibit "B**,**"** both of which are attached hereto and incorporated herein by this reference, consisting of 185.08 acres**,** more or less (the "Property"); and

WHEREAS, the Property in its present state has not been developed and possesses significant open space, forestland, watershed, wildlife, relatively-natural and relatively-undeveloped conditions, scenic, and other features warranting protection (collectively the "Conservation Purposes"). In particular, the Conservation Purposes pertain to, without limitation, the following:

1) The Protection of Natural and Open Space Values of Real Property; the Protection of Natural Resources; the Protection of Water Quality. *See O.C.G.A.* § 44-10-2(1).

   a) GEORGIA STATE WILDLIFE ACTION PLAN. Preservation of natural, open space, and water quality values of real property that yields a significant public benefit, such as the preservation of significant land within an identified conservation project district. Here, Protection of the Property promotes key protection strategic conservation themes and objectives set forth in the Georgia State Wildlife Action Plan ("GSWAP") as it relates to significant land and habitat within the delineated Piedmont ecoregion district. Promulgated by the Georgia Department of Natural Resources (GA DNR) and other conservation partners including the U.S. Fish and Wildlife Service, the GSWAP was developed to "conserve Georgia's animals, plants, and natural habitats through proactive measures emphasizing voluntary . . . programs on private lands." Georgia Department of Natural Resources. 2025. Georgia State Wildlife Action Plan. Social Circle Georgia. Available online at https://ga-state-wildlife-action-plan-gadnrwrd.hub.arcgis.com/. To accomplish this goal, the GSWAP is organized into discrete "themes" that broadly categorize conservation actions under the GSWAP. Notably, one of these themes is for land trusts to "*protect important populations of Species of Greatest Conservation Need (SGCN) and their habitats…through conservation easements* [and to] collaborate with and provide technical support to private landowners, local governments, urban land managers, land trusts, conservation organizations and state and federal agencies *on projects that support permanent protection of conservation lands…through voluntary conservation easements*. *Id.* (emphasis added). This Conservation Easement protects habitat for Species of Greatest Conservation Need (including Essential Habitat) and habitat within a Priority Watershed, as described below.

   The development/update of GSWAP began in 2005, with significant updates in 2015 and 2025, and involved over two decades of work by DNR staff, technical teams, other state and federal agencies, as well private and public conservation organizations; the process utilized the best available wildlife data, research, and survey of habitat preservation and monitoring needs. Further, GSWAP's identification of "Species of Greatest Conservation Need" is DNR's implementation of a Congressional directive within the State Wildlife Grants Program to designate "species in greatest need of conservation." For these and other reasons, the development and implementation of the GSWAP project involved a significant commitment by the State of Georgia. As to public benefit, protection of the Property pursuant to GSWAP helps preserve Georgia's natural heritage, biodiversity, and important ecosystems and species, minimizing the impact of future development on these sensitive systems, thus preserving the economic and cultural heritage of the People of the State of Georgia.

The Property contains Oak-Hickory-Pine Forest, Mesic Hardwood Forest, and Bottomland Hardwood Forest, each a GSWAP-designated Essential Habitat for terrestrial Species of Greatest Conservation Need within the Piedmont Ecoregion. Considered the climax forest of the Piedmont, Oak-Hickory-Pine Forest formerly covered 50% to 75% of the region; most examples on fertile soils were eliminated by conversion to agricultural uses. Remaining examples are often found in rocky areas that were difficult to convert to agricultural fields. Typically include a variety of hardwood species such as white oak, black oak, southern red oak, pignut hickory, shagbark hickory, mockernut hickory, red maple, blackgum, shortleaf pine, and loblolly pine, with dogwood, rusty viburnum, hog plum, dwarf pawpaw, and various hawbushes in the understory. American chestnut was formerly a major component of the canopy. Examples over circumneutral soils influenced by mafic or ultramafic bedrock are often floristically richer, and may contain species such as Oglethorpe oak, basswood, red mulberry, redbud, and fringetree. Mesic Hardwood Forests are non-wetland forests of floodplains, ravines, and north-facing slopes in the Piedmont. These forests may include species such as American beech, white oak, northern red oak, bitternut hickory, pignut hickory, shagbark hickory, bigleaf magnolia, yellow poplar, blackgum, dogwood, black cherry, and loblolly pine. Typical shrubs include spicebush, sweetshrub, pawpaw, Oconee azalea, rusty viburnum, and pinxter-flower. Bottomland Hardwood Forests are forested wetlands of alluvial river floodplains, characterized by a diverse association of deciduous hardwood trees. Canopy dominants vary, but may include water oak, willow oak, overcup oak, cherrybark oak, swamp chestnut oak, green ash, sweetgum, bitternut hickory, and pignut hickory. Shrub layer may be dense or relatively sparse, containing a variety of mesophytic or hydrophytic woody plants and often a significant woody vine component. The Oak-Hickory-Pine, Mesic and Bottomland Hardwood Forest habitats located on the Property provide suitable habitat for several terrestrial Species of Greatest Conservation Need, including the Diana fritillary, Eastern little brown bat, hoary bat, tricolored bat, and mole kingsnake. Said Essential Habitats are depicted on the Stand Delineation Map of the Baseline Documentation Report. This Conservation Easement protects these important habitats, thus furthering the conservation policy and objectives of GSWAP and, in turn, providing a significant public benefit.

The Property is located within the Etowah River Basin (HUC 013150104), Little River Watershed (HUC 0315010408), and the Town of Birmingham - Little River Subwatershed (HUC 031501040801). and contains frontage along the Little River, which borders the Property. The Little River Watershed is a GSWAP-designated Priority Watershed – Moderate Significance. Priority Watersheds are conservation project districts where DNR has determined that the protection of habitat is "essential to the conservation of one or more [aquatic] Species of Greatest Conservation Need." *Id*. The following aquatic Species of Greatest Conservation Need are located within the Little River Watershed and benefit from the protection of water quality in said Watershed: Cherokee darter, lake sturgeon, and lined chub. This Conservation Easement protects sections of River within a GSWAP-designated Priority Watershed, thus furthering the conservation policy and objectives of GSWAP and, in turn, providing a significant public benefit.

In addition to the protection of GSWAP-designated Essential Habitats, the Property contains a variety of habitats, including pine stands, fields, and early successional habitat. The following Species have been observed within the Property's diverse habitats: Across all taxa, the following species have been documented on the Property: white-tailed deer, gray squirrel, raccoon, Virginia opossum, and coyote. Bird species are especially abundant and include Carolina wren, eastern bluebird, northern cardinal, tufted titmouse, northern mockingbird, belted kingfisher, Carolina chickadee, wood thrush, Kentucky warbler, northern flicker, red-headed woodpecker, great blue heron, downy woodpecker, American goldfinch, red-shouldered hawk, red-tailed hawk, pileated woodpecker, turkey vulture, field sparrow, great crested flycatcher, white-eyed vireo, American crow, blue jay, mourning dove, yellow-throated vireo, white-breasted nuthatch, brown-headed nuthatch, gray catbird, Swainson's thrush, eastern towhee, red-winged blackbird, brown-headed cowbird, black-and-white warbler, hooded warbler, Cape May warbler, scarlet tanager, red-eyed vireo, pine warbler, northern parula, six-spotted tiger beetle and eastern tiger swallowtail, as well as reptiles and amphibians such as copperhead, green anole, eastern box turtle, American toad, slimy salamander, northern cricket frog, and gray treefrog. The presence of multiple species – including those outside of those considered Species of Greatest Conservation Need – further demonstrates the importance of protecting the Property for Georgia's wildlife.

b) COMPREHENSIVE PLAN – CITY OF MILTON. Preservation of open space pursuant to a clearly delineated governmental conservation program that yields a significant public benefit. Protection of the Property promotes key protection strategic themes set forth in the Milton 2040 Comprehensive Plan ("Comprehensive Plan"). Within the City of Milton, the Comprehensive Plan seeks to "encourage the preservation of natural resource areas and preserve contiguous green open spaces," and lists the acquisition of conservation easement for the protection of environment[ly] sensitive land" as a strategy to accomplish this goal. This Conservation Easement permanently protects a large, contiguous green open space containing blocks of environmentally sensitive land, this furthering the goals of the Comprehensive Plan.

c) NEOTROPICAL MIGRATORY BIRD CONSERVATION ACT (NMBCA). The NMBCA promotes the protection of migratory bird habitat, primarily by providing matching grants to migratory bird conservation projects throughout the western hemisphere. *See* 16 U.S.C. § 6101 et seq. (delineating the program's conservation objectives and significant public benefits resulting from the conservation of migratory bird habitat). Since 2002 the NMBCA has provided more than $84.4 million in grants to support 686 projects in 43 countries, demonstrating a significant government commitment to this program. Partners contributed an additional $327 million, affecting 3.7 million acres of habitat. With a nearly 3.9:1 ratio of partner funding to NMBCA funding, partner-supported conservation plays a significant role in protecting migratory bird habitat. Moreover, the NMBCA expressly seeks to foster cooperation to achieve program initiatives and, in turn, to perpetuate healthy bird habitat and populations.

The Property is located within the U.S. Fish and Wildlife Service's Division of Bird Habitat Conservation (DBHC) BCR (Bird Conservation Region) 29-"Piedmont" district, placing it within a major bird migration route. The Property contains forestlands, riparian habitat, and undeveloped open areas, all of which provide excellent habitat for migratory bird species, such as prothonotary warbler, Acadian flycatcher, Summer tanager and Eastern wood-pewee. Migratory bird species observed on the Property include Eastern bluebird, belted kingfisher, wood thrush, Kentucky warbler, northern flicker, great blue heron, American goldfinch, red-shouldered hawk, red-tailed hawk, turkey vulture, field sparrow, great crested flycatcher, white-eyed vireo, mourning dove, yellow-throated vireo, gray catbird, Swainson's thrush, red-winged blackbird, brown-headed cowbird, black-and-white warbler, hooded warbler, cape may warbler, scarlet tanager, red-eyed vireo, pine warbler, black vulture, and Northern parula. This Conservation Easement ensures the availability of habitat for migratory birds, thus furthering the goals of NMBCA, and, in turn, providing a significant public benefit.

2) The preservation of scenic values of real property. *See O.C.G.A.* § 44-10-2(1).

The Property is viewable from Hickory Flat Road (aka Birmingham Road), SR 372/Birmingham Highway and New Bullpen Road, as well as by those recreating on the Property, which is owned by the City of Miton and managed as a City park. Protection of the Property will maintain an open vista for the members of the public traveling upon and enjoying the scenic vista from said roads as well as by those recreating on the Property. Notably, the Property's forestlands and undeveloped open areas provide significant scenic contrast from more developed properties located nearby. The City of Milton as well as the rest of the north metropolitan Atlanta area has experienced intense development pressure in the last two decades, and protection of the Property under the terms of this Conservation Easement will ensure the preservation of an important and significant scenic resource which is under threat throughout the region, thus yielding a significant public benefit.

These Conservation Purposes pertain the Georgia Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1, *et seq*, and are further described in the Baseline Documentation Report (defined below); and

WHEREAS, said Conservation Purposes are of significant importance to Grantor, Grantee, the people of the City of Milton, the people of Fulton County, the people of the State of Georgia, and the public in general; and

WHEREAS, protection of the Property by conservation easement is legally enabled by the Georgia Uniform Conservation Easement Act, O.C.G.A. §§ 44-10-1, *et seq*.; and

WHEREAS, the protection of the Property in substantially its present state will clearly enhance and preserve the Conservation Purposes; and

WHEREAS, the Conservation Purposes of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and referred to as the "Baseline

Documentation Report." The Baseline Documentation Report is incorporated into this Conservation Easement by reference, and the Maps of the Baseline Documentation Report are hereto attached as **Exhibit "C"**. The Baseline Documentation Report consists of a collection of reports, maps, photographs, and other documentation that Grantor and Grantee agree provide an accurate representation of the Property at the granting of this Conservation Easement, and is intended by Grantor and Grantee to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, Grantor intends that the Conservation Purposes of the Property be preserved and maintained by the continuation of land use patterns existing as of the date of this Conservation Easement; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Purposes of the Property, in perpetuity, in substantially its present state as existing at the time of the Conservation Easement; and

WHEREAS, by this Conservation Easement, Grantor and Grantee mutually intend that the Property be preserved in perpetuity in substantially its present state as existing at the time of this Conservation Easement, thereby furthering the Purpose of this Conservation Easement and the Conservation Purposes of the Property set forth herein, and yielding a significant public benefit; and

WHEREAS, Grantee is a domestic non-profit, publicly-funded, tax-exempt, qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). Grantee is registered with the Corporation Division of the Georgia Secretary of State. Grantee is authorized by the laws of the State of Georgia to accept, and is willing to accept, conservation easements for the purpose of preserving and protecting natural, scenic, educational, recreational, or open-space values of real property, and Grantee has the resources and commitment to preserve those values and to enforce the restrictions of this Conservation Easement. Grantee has adopted, by Resolution of its Board of Directors, the Land Trust Alliance's *Land Trust Standards and Practices*, published in 2017. Grantee is a "qualified organization" within the meaning of § 170(h)(3) of the Code, an "eligible donee" within the meaning of Treas. Reg. § 1.170A–14(c)(1), and a "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

WHEREAS, Grantee agrees, by accepting this Conservation Easement, to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity, the Conservation Purposes of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, Grantor, with no monetary consideration, but in consideration of the covenants, mutual agreements, conditions, and promises herein contained, does unconditionally and irrevocably hereby grant and convey unto Grantee, its successors and assigns, forever, a conservation easement as defined in the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, *et seq*. (without intending that the existence of this Conservation Easement be dependent on the continuing existence of such laws), in perpetuity, over the Property, of the nature and character and to the extent hereinafter set forth, including the right to preserve and

protect the Conservation Purposes of the Property. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the delivery to the Clerk of Court shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Grantee shall be entitled to enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.

1) Purpose. It is the Purpose of this Conservation Easement (hereafter "Purpose") to assure that the Property be retained forever predominantly in its open space, forested, watershed, scenic, wildlife habitat, relatively-natural and relatively-undeveloped condition, and with its Conservation Purposes intact, and to prevent any use of the Property that would impair the Conservation Purposes of the Property, as defined herein and as also set forth in the Baseline Documentation Report. Grantor intends that this Conservation Easement constrains the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement.

2) Rights of Grantee. To accomplish the Purpose of this Conservation Easement the following rights are conveyed by Grantor to Grantee:

   a) Generally. To preserve and protect the Conservation Purposes of the Property.

   b) Monitoring. To enter upon the Property at reasonable times in order to monitor, document (including through the use of photographs), and defend Grantor's compliance with, and otherwise to enforce, the terms of this Conservation Easement. Grantee's entry upon the Property shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property and shall be upon prior reasonable notice to Grantor, except in emergency cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement.

   c) Conservation. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Conservation Easement, and to require the restoration of such areas or features of the Property damaged by any inconsistent activity or use, pursuant to Paragraph 7 hereof.

3) Use Limitations. Any activity on, or use of, the Property which is inconsistent with the Purpose of this Conservation Easement is prohibited. The Property shall be restricted from any development or any use other than those defined in Paragraph 4 below. Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party to any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration, or construction on the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

   a) Generally. The change, disturbance, alteration, or impairment of the natural, aesthetic, watershed, wildlife, forest, and open space features of the Property are prohibited, except as expressly provided herein.

b) Residential, Commercial, or Other Uses. Any residential, commercial, or other uses of, or activity on, the Property inconsistent with the protection of the Property's Conservation Purposes are prohibited. The following uses and activities are permitted, provided such activities are not conducted in a manner that impairs the Conservation Purposes or other significant conservation interests: (i) use of the Property for Outdoor Recreational Activities and/or Educational Activities as described in Paragraph 4 below; (ii) the leasing of rights retained by Grantor in Paragraph 4 below; or (iii) as otherwise provided for herein.

c) Division. The Property is comprised of the parcel(s)/ tract(s) as described in Exhibit "A". Grantor and Grantee agree that the Property shall not be divided, and any transfer of the Property must include all comprising tract(s)/parcel(s), except in the following circumstance(s): The Property may be divided by recorded survey with the written consent of Grantee, which Grantee shall provide upon a reasonable determination that proposed division will not adversely impair or impact the Conservation Purposes protected herein. All property so divided shall remain forever subject to the terms and conditions of this Conservation Easement.

d) Improvements. The construction or maintenance on the Property of any buildings, structures, or other improvements is prohibited, except as described in Paragraph 4 and as otherwise expressly permitted herein.

e) Minerals, Etc. The exploration for, or extraction of, oil, gas, or other minerals, hydrocarbons, soils or other materials on or below the surface of the Property is prohibited.

f) Organic Materials. The dumping or other disposal of trash on the Property, except for plant-based biodegradable material generated on the Property, is prohibited.

g) Signs. Display of billboards, signs, or advertisements is prohibited on or over the Property, except for the posting of no trespassing signs, signs identifying the Conservation Purposes of the Property, signs identifying Grantor as owner of the Property, directional signs, informational signs about the conservation of the Property, informational signs advertising on-site permitted activities, signs related to management of the Property as a public park and/or as greenspace.

h) Utilities. The construction or extension of utility systems is prohibited, except as provided in Paragraph 4, below.

i) Roads and Trails. Any construction of roads and trails on the Property, or widening of the now-existing roads and trails on the Property is prohibited, except as provided under Paragraph 4 below.

j) Antennas, Radio Towers, Etc. No commercial antennas, commercial radio towers, commercial cellular towers, or like commercial facilities shall be installed on Property.

k) Preservation Area. The Property contains certain GSWAP-designated Essential Habitat(s) and/or other ecologically sensitive habitat which are designated for preservation under this Conservation Easement. They are shown on the "Preservation Area Map" of the Baseline Documentation Report as "Preservation Area". The construction of improvements and the clearing and cutting of vegetation, including but not limited to clearing for crops and harvesting trees, are generally prohibited in the Preservation Area. Notwithstanding the foregoing, "Parkland Management Activities" and "Stewardship Activities" as defined below are narrowly permitted, subject to the restrictions and notice and consent requirements as provided for in Paragraph 4.

   i) Oak-Hickory-Pine Forest; Mesic Hardwood Forest; Bottomland Hardwood Forest. The Property contains Oak-Hickory-Pine Forest, Mesic Hardwood Forest, and Bottomland Hardwood Forest, each a significant, relatively natural habitat for wildlife or plant communities, the importance and significance of which are discussed above. As depicted on the Preservation Area Map of the Baseline Documentation Report, this Conservation Easement hereby designates these habitats as "Preservation Area" and, thus, protects these habitats as provided for above.

   ii) Little River; Riparian Buffer. The Property borders the Little River, a significant, relatively natural habitat for wildlife, the importance and significance of which are discussed above. As depicted on the Preservation Area Map of the Baseline Documentation Report, this Conservation Easement hereby designates the Little River as well as the existing forested habitat bordering the Little River (the "Riparian Buffer") as "Preservation Area" and, thus, protects this aquatic habitat as provided for above. The Preservation Area shall extend to all forested habitat existing at the time of conveyance of this Conservation Easement and located within fifty feet (50-feet) of the "bankfull edge," defined herein to mean the point at which water level reaches the floodplain on the side of the Little River, or at a distance in accordance with the then-suggested Best Management Practices of Georgia whichever is *greater.*

l) Non-Native Invasive Species. Planting of non-native invasive species listed in Category 1 or Category 1 Alert on the "List of Non-Native Invasive Plants in Georgia" developed by the Georgia Exotic Pest Plant Council on the Property, is prohibited. Grantor shall refer to Best Management Practices and take reasonable measures to control and/or mitigate the spread of invasives upon the Property.

4) Reserved Rights. Grantor reserves to itself, and to its successors and assigns, the right to conduct or permit the following activities on the Property, provided such uses and activities are not conducted in a manner that impairs the Conservation Purposes. Without limiting the generality of the foregoing, the following rights are expressly reserved:

   a) Public Health and Safety. Grantor reserves the right to take action reasonably necessary to protect public health or safety.

   b) Outdoor Recreational Activities. Grantor reserves the right to engage in, including the right

to invite others to engage in, low-impact outdoor recreational activities such as, but not limited to, boating, fishing, camping, hiking, biking, bird watching, picnicking, and horse-back riding ("Outdoor Recreational Activities"), provided they are consistent with the Purpose of this Conservation Easement and do not adversely impact or impair the Conservation Purposes protected herein. These reserved rights include the right to conduct "Parkland Management Activities" to support use of the Property as a public park and/or as greenspace for Outdoor Recreational Activities, as set forth in Paragraph 4(d) below. The Property will not be used as a recreational all-terrain vehicle (ATV) facility, and the operation of motorized vehicles shall be conducted in a manner that does not adversely impact or impair the Conservation Purposes protected herein.

c) Educational Activities. Grantor reserves the right to conduct and coordinate passive tours, seminars, school fieldtrips, educational research, and related programs and activities on the Property for the purpose of promoting the scientific, ecological, environmental, wildlife, scenic, aesthetic, or similar Conservation Values of the Property consistent with the Conservation Purpose of this Conservation Easement as well as the right to host small civic meetings on the Property (collectively, "Educational Activities"), provided they are consistent with the Purpose of this Conservation Easement and do not adversely impact or impair the Conservation Purposes protected herein. These reserved rights include the right to conduct "Parkland Management Activities" to support use of the Property as a public park and/or as greenspace for Educational Activities, as set forth in Paragraph 4(d) below.

d) Parkland Management.

i) Definitions.

(1) Parkland Management Activities. "Parkland Management Activities," as that term is used herein, includes the following: management of the Property as a public park and/or as greenspace to support "Outdoor Recreational Activities" and "Educational Activities," as defined above.

(2) Forestry. "Forestry," as that term is used herein, includes the following: planting, growing, harvesting, gathering, and storing of trees, timber, and other forest products; and generally accepted best management practices to support the planting, growing, gathering, harvesting, and storing of trees, timber, and other forest products.

(3) Agriculture. "Agriculture" includes, but is not limited to, the raising, cultivation, harvesting, and mowing of vegetation, including row crops, pasture grasses, fruit trees, nut trees, and other horticultural crops in compliance with generally accepted best management practices as well as the establishment and maintenance of wildlife openings. Agriculture may include the operation and maintenance of community agriculture programs. Domestic animals, including, but not limited to, horses, may be kept on the Property for agricultural, recreational, or educational purposes, provided such animals do not cause soil erosion or water pollution and do not

adversely impact or impair the Conservation Purposes protected herein. Agriculture includes the right to install agricultural fencing and other small animal husbandry improvements, such as feed bins, stock tanks, and reasonable animal shelters, so long as said fencing and animal husbandry improvements do not adversely impact or impair Conservation Purposes protected herein. Prohibited agricultural activities include, but are not limited to, sod farming, slaughterhouse operations, game fencing, game farming, the establishment or maintenance of athletic fields, or zoos.

ii) Parkland Management Rights. Except as restricted or prohibited herein, Grantor reserves the right to conduct the following Parkland Management Activities, further subject to the following:

(1) Parkland Trails. Grantor reserves the right to construct and maintain trails to support the use of the Property as a public park and/or as greenspace for Outdoor Recreational Activities and Educational Activities ("Parkland Trails"), as follows:

(a) Existing Parkland Trails. Certain Parkland Trails located upon the Property at the time of conveyance of this Conservation Easement are depicted on the Man-Made Features Map of the Baseline Documentation Report. Grantor reserves the right to use and maintain, in a reasonable manner, existing Parkland Trails for activities permitted by this Conservation Easement.

(b) New Parkland Trails; Grantee Consent for Trails within Preservation Area. Grantor reserves the right to construct, use, and maintain, in a reasonable number and manner, new Parkland Trails (gravel and/or natural surface), so long as (i) said Parkland Trails are not in locations or in sufficient number to impair the Conservation Purposes of the Property and are consistent with Best Management Practices; and (ii) any Parkland Trails located within the Preservation Area shall be designed in a manner which protects and preserves the ecological function of the habitat(s) protected as Preservation Area.

(c) Parkland Trail Construction, Maintenance and Operation. Construction, maintenance, and operation of new and existing Parkland Trails shall not adversely impact or impair the Conservation Purposes protected herein, shall not cause significant erosion or soil loss, and shall be constructed and approved in accordance with all applicable zoning, governmental, and permitting standards and regulations. The width of said Parkland Trails shall be no greater in width than that minimally necessary to safely support permitted activities. Wooden walkways and/or pedestrian bridges may be used as needed to cross sensitive areas. Grantor shall provide notice prior to construction or widening of new or existing Parkland Trails including wooden walkways or bridges permitted herein pursuant to Paragraph 5 ("Notices") below.

(2) Parkland Structures/Improvements. Grantor reserves the right to construct and maintain structures/improvements to support the use of the Property as a public

park and/or as greenspace for Outdoor Recreational Activities and Educational Activities ("Parkland Structures/Improvements"), as follows, provided that at no time shall any Parkland Structures/Improvements be used for residential or private commercial purposes:

(a) Small Parkland Structures/Improvements (<250 square feet): Grantor reserves the right to construct and maintain small Parkland Structures/Improvements (<250 square feet), such as kiosks, benches, open air pavilions/barn like structures, and trash cans, so long as said structures/improvements are not in locations or in sufficient number to impair the Conservation Purposes of the Property. Grantor shall provide notice to Grantee prior to the construction of any small Parkland Structures/Improvements permitted herein pursuant to Paragraph 5 ("Notices") below.

(b) Large Parkland Structures (> 250 sq. ft). Grantor reserves the right to construct and maintain gravel parking areas, restroom facilities, open air structures, existing or new barn structures to support the use of the Property as a public park so long as said structures/improvements are not in locations or in sufficient number to impair the Conservation Purposes of the Property. The restroom facilities shall include corresponding power, water/well connection and septic system installation. The parking lots may be expanded with gravel and concrete or paved areas for parking/restroom ADA accessibility. Any new open air/barn-like structures shall be located in the vicinity of parking areas or other areas as may be determined by Grantor to be needed for park maintenance or other similar purposes. Grantor shall provide notice to Grantee prior to the construction of any large Parkland Structures/Improvements permitted herein pursuant to Paragraph 5 ("Notices") below.

(3) Parkland Forestry and Agriculture. Grantor reserves the right to conduct Forestry and Agriculture, outside the Preservation Area, to support the use of the Property as a public park and/or as greenspace for Outdoor Recreational Activities and Educational Activities ("Parkland Forestry and Agriculture"), provided that said activities do not adversely impact or impair the Conservation Purposes protected herein. Grantor shall provide notice to Grantee prior conducting any Parkland Forestry and Agriculture which involves the cutting, killing, or removal of native trees greater than six inches (6-inches) diameter at breast height pursuant to Paragraph 5 ("Notices") below. Parkland Forestry and Agriculture is prohibited within the Preservation Area; however, nothing contained herein shall prevent Grantor from conducting "Stewardship Activities" as specifically permitted under Paragraph 4(j).

(4) Parkland Utilities. Grantor reserves the right to construct utilities in order to: (i) serve permitted Parkland Structures/Improvements constructed upon the Property; (ii) carry out permitted Parkland Forestry and Agriculture; or (iii) ensure the safety of individuals utilizing the Property for Outdoor Recreational Activities and

Educational Activities (collectively "Parkland Utilities"), provided that their function and location do not adversely impact or impair the Conservation Purposes protected herein. Parkland Utilities may include, but are not limited to, Potable (Fulton County) water service or private well, restroom facilities, and septic system(s). Parkland Utilities shall be designed and installed to minimize impacts on the Conservation Purposes and shall be located underground whenever practicable. Grantor shall provide Grantee with notice of the intent to construct any Parkland Utilities pursuant to Paragraph 5 ("Notices") below.

iii) Additional Parkland Management Activities. Grantor reserves the right to conduct additional Parkland Management Activities not otherwise specifically permitted or prohibited under this Conservation Easement with the written consent of Grantee, which Grantee shall provide upon a reasonable determination that a proposed Parkland Management Activity will not adversely impair or impact the Conservation Purposes protected herein.

e) Roads and Trails. Any construction of roads or trails on the Property or the widening of roads existing at the time of conveyance of this Conservation Easement is prohibited in accordance with Paragraph 3, except as permitted below.

i) Parkland Trails. The construction and maintenance of Parkland Trails is permitted subject to the terms and restrictions set forth in Paragraph 4(d) above.

ii) Maintenance and Expansion of New Bullpen Road and Associated Utilities. Grantor reserves the right to maintain and expand New Bullpen Road, Birmingham Highway, and its associated right-of-way. The location of New Bullpen Road and Birmingham Highway in relation to the Property at the time of conveyance of this Conservation Easement is depicted on the Man-Made Features Map of the Baseline Documentation Report. Additionally, Grantor reserves the right to relocate existing utilities and/or install new utilities within the New Bull Pen Road and/or Birmingham Highway right-of-way. Grantee shall not be entitled to any "Proceeds" as set forth in Paragraph 17 as a result of its exercise of any reserved right under this Paragraph 4(e)(ii). Grantor shall provide Grantee with notice prior to the expansion of New Bull Pen Road or Birmingham Highway and/or the installation of new utilities within the corresponding right-of-way pursuant to Paragraph 5 ("Notices") below.

f) Leases. Grantor reserves the right to lease the Property for any use permitted to Grantor under this Conservation Easement, provided that such lease is consistent with and subject to the terms of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below. Prior to execution of any lease agreement involving the Property, Grantor shall provide notice of the Conservation Easement to all lessees.

g) Participation in Ecological Programs. Grantor reserves the right to participate in, and retain revenue from, future conservation, preservation, or mitigation programs involving ecological assets, including but not limited to, carbon sequestration credits, wetland and

stream credits, endangered species credits, water quality credits, and ground water credits, on the Property, so long as such participation is consistent with the terms and Purpose of this Conservation Easement, and notice is provided to Grantee pursuant to Paragraph 5 ("Notices") below.

h) Grantor's Exclusive Access and Use. Except as provided herein, Grantor retains exclusive access to and use of the Property.

i) Grantor's Fee Ownership Rights. Except as limited in this Conservation Easement, Grantor reserves all rights as fee owner of the Property, including without limitation, the right to use the Property for all purposes not inconsistent herewith. Grantor may pursue grant funding opportunities that further the conservation purposes of this Easement, provided that any resulting restrictions are consistent with and not less protective than the terms set forth herein.

j) Stewardship Activities. To preserve the Conservation Purposes protected herein, Grantor reserves the right to undertake the following limited Stewardship Activities within the Preservation Area for the stewardship and improvement of the ecological functions of the protected areas: (i) the right to cut, burn or remove nuisance exotic/invasive or non-native species; (ii) the right to plant habitat-appropriate native species for the purpose of enhancing and/or preserving the ecological function of the habitat(s) protected as Preservation Area; (iii) the right, with prior written notice to Grantee, to remove trees and other vegetation, including, but not limited to, trees and vegetation damaged or downed by storms, insects and other animals, acts of God, disease, fire, unauthorized acts of third-parties and other causes beyond the reasonable control of Grantor, for the purpose of enhancing and/or preserving the ecological function of the habitat(s) protected as Preservation Area; (iv) the right, with prior written notice to Grantee, to conduct forest management activities which specifically target the enhancement and/or preservation of the ecological function of the habitat(s) protected as Preservation Area. Grantor shall provide Grantee with notice of any Stewardship Activities requiring notice pursuant to Paragraph 5 ("Notices"). Nothing in the foregoing shall restrict Grantor's right to engage in the use of prescribed fire to promote ecosystem and/or stand health when conducted pursuant to Best Management Practices.

5) Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Conservation Easement and, as appropriate, reject or otherwise prevent the exercise of actions that risk impairing the Conservation Purposes protected herein. Notice is required in the following situations:

a) Prior to the exercise of the following reserved rights set forth in Paragraph 4:

i) Parkland Management Activities requiring notice;

ii) Expansion of New Bullpen Road or Birmingham Highway and/or the installation of new utilities within the corresponding right-of-way;

iii) Stewardship Activities permitted under Paragraph (4) and requiring notice. The notice will be prepared with input from a qualified person, which may include, but is not limited to, a registered forester, wildlife biologist, ecologist, or a similar natural resource professional, and shall include detailed, written documentation which specifically addresses how the proposed Stewardship Activity enhances and/or preserves the ecological function of the protected habitats;

iv) entering into leases;

v) participation in ecological programs;

b) Whenever Grantor seeks to undertake an action that may have an adverse impact on the Conservation Purposes set forth herein;

c) Prior to commencement of any proceeding of or before any governmental agency which may result in a license, permit, or order for any demolition, alteration or construction on the Property;

d) If Grantor receives notice of a condemnation action;

e) Prior to any sale or other transfer of the Property, or a portion thereof;

f) As otherwise required by Paragraph 4;

Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purposes of this Conservation Easement.

6) Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing and notice thereof shall be delivered to Grantor within thirty (30) days following Grantee's receipt of Grantor's notification of intent to undertake the activity in question. Grantee's approval will be withheld upon a reasonable determination by Grantee that the action as proposed would adversely impact or impair the Conservation Purposes protected herein. Until the Grantee responds to a Grantor's notice regarding a proposed action requiring approval, the proposed action shall not be deemed approved or denied.

7) Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity

inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured to its condition at the time Grantor conveyed this Conservation Easement to Grantee. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Purposes, then Grantee may pursue its remedies under this section after its good faith efforts to provide emergency notice to Grantor and without waiting for the period provided for cure to expire. Grantee may seek to enjoin the violation by temporary or permanent injunction and to recover any damages to which it may be entitled upon violation of the terms of this Conservation Easement or injury to any Conservation Purposes herein protected, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8) Non-Binding Mediation. Grantor and Grantee agree that mediation is a cost-effective and preferred method of dispute resolution in many circumstances. If a dispute arises between the parties concerning any proposed use or activity on the Property, Grantor agrees not to proceed with the use or activity pending resolution of the dispute, and the parties shall first consider resolution through non-binding mediation. If resolution through mediation is agreed upon, both Grantor and Grantee will select the mediator. If Grantor and Grantee cannot agree on a mediator, their proposed mediators will appoint a third mediator who will mediate the dispute. Mediation is not required if Grantee determines there has been a breach by Grantor of the terms of this Conservation Easement or Grantee determines that immediate action is required to prevent or mitigate damage to the Conservation Purposes. Nevertheless, mediation pursuant to this Paragraph shall be voluntary, and this Paragraph shall not be interpreted as precluding or limiting the parties from seeking legal or equitable remedies through means other than mediation. In particular, Grantee need not seek mediation if Grantee determines that the Conservation Purposes of the Property have been impaired or interfered with.

9) Costs of Enforcement. In any action to enforce the terms of this Conservation Easement, each party shall bear its own costs of suit and enforcement, including, without limitation, attorneys'

fees.

10) Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

11) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

12) Acts Beyond Grantor's Control. Grantor is responsible for the acts and omissions of persons acting on their behalf, at their discretion, or with their permission, and Grantee shall have the right to enforce against Grantor for events or circumstances of non-compliance with this Conservation Easement resulting from such acts or omissions. However, as to the acts or omissions of third parties other than the aforesaid persons, Grantee shall not have a right to enforce against Grantor unless Grantor is complicit in said acts or omissions, fails to cooperate with Grantee in all respects to halt or abate the event or circumstance of non-compliance resulting from such acts or omissions, or fails to report such acts or omissions to Grantee promptly upon learning of them. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property caused by wildfire, flood, storm, and earth movement, or other natural disaster, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate injury to the Property resulting from such causes. Nothing herein shall be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for trespass, vandalism, or other violation of their respective rights in this Conservation Easement and the Property. To that end, Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided by this Conservation Easement against any third party responsible for an event or circumstance of non-compliance with this Conservation Easement and Grantor shall, at Grantee's option, assign Grantor's right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee as Grantor's attorney-in-fact for the purpose of pursuing an enforcement suit or action against such third party.

13) Access. Grantor intends to maintain the Property as public park and/or as greenspace. However, no right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor reserves the right to limit access to only certain members of the public (i.e. citizens of the City of Milton or citizens of Fulton County). Grantor further reserves the right to restrict access to all or a portion of the Property to ensure public safety and/or protect the Conservation Purposes protected herein. Nothing contained within this Conservation Easement shall be interpreted to limit Grantor's ability charge a "user fee" or any similar assessment in exchange for allowing access to the Property.

14) Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

15) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by appropriate authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have no liability for the payment of Taxes, if any, levied upon or assessed against this Conservation Easement. Grantee is authorized, but in no event obligated, to make or advance any payment of taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and, until paid by Grantor, the obligation created by such payment shall bear interest at the lesser of five percentage points over the prime rate of interest from time to time charged by the largest banking institution in Georgia or the maximum rate allowed by law.

16) Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence or willful misconduct of any of the Indemnified Parties; and (ii) the existence or administration of this Conservation Easement, unless due to the negligence or willful misconduct of any of the Indemnified Parties. If Grantor allows the general public to utilize the Property, it will maintain general liability insurance on the Property with reasonable policy amounts to insure risks associated with public use and shall list Grantee as an additional insured on said policy. Grantor further acknowledges that Grantee may disclose information related to this Conservation Easement as necessary to comply with its obligations as a qualified organization under §§ 501(c)(3) and 170(b)(1)(A)(vi) of the Code, as well as preserve and protect the Conservation Purposes set forth herein. Notwithstanding anything herein to the contrary, nothing contained in this Conservation Easement agreement shall be construed to be a waiver of Grantor's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of this Conservation Easement requiring the Grantor to indemnify the Grantee is only valid to the extent allowed by Georgia law.

17) Extinguishment and Determination of Proceeds in Event of Extinguishment.

a) Extinguishment. Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the Protected Property renders impossible or impractical the continued use of the Protected Property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished with the mutual consent of both Grantor and Grantee; and (2) all of Grantee's

portion of the Proceeds (as determined below) from a subsequent sale or exchange of the Protected Property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

b) Determination of Proceeds in Event of Extinguishment. Grantor and Grantee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Grantee, with a fair market value of fifty percent (50%) of fair market value of the Property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject Property occurs, Grantee is entitled to fifty percent (50%) of the proceeds from the conversion and Grantor is entitled to fifty percent (50%) of the proceeds from the conversion.

c) Extinguishment Not Applicable to Expansion of New Bullpen Road or Birmingham Highway. The provisions of this Paragraph shall not apply where Grantor exercises its reserved right to expand New Bullpen Road or Birmingham Highway and/or install new utilities within the corresponding right-of-way as set forth in Paragraph 4(e)(ii), above.

18) Assignment. This Conservation Easement is transferable as more particularly set forth in this Paragraph. Grantee may assign its rights and obligations under this Conservation Easement only to a qualified organization, as defined in § 170(h)(3) of the Code (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under §§ 501(c)(3) and 170(h) of the Code (or any successor provision then applicable) at the time of such assignment. Prior to such assignment, Grantee must notify Grantor of the proposed assignment and assignee. In the event that Grantee ceases to be a qualified holder of this Conservation Easement, as defined by O.C.G.A. § 48-7-29.12 (a) (6), this Conservation Easement may be assigned in accordance with this Paragraph. This Conservation Easement is assignable exclusively by Grantee, subject to Grantor's reasonable approval authority over proposed assignee, but said approval shall not be unreasonably withheld. As a condition precedent to any such transfer, Grantee shall require its successors and assigns to enter into a specific written agreement to be bound by this Conservation Easement, which written agreement shall state that the Purpose this Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors, or assigns of Grantor.

19) Subsequent Transfers.

a) Notice. Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty days (30 days) prior to the date of such transfer.

b) Incorporation of Conservation Easement into Subsequent Deed of Conveyance. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divest himself/herself/themselves/itself of any interest in all or a portion of the Property, including without limitation a leasehold interest

("Subsequent Deed of Conveyance"). Accordingly, Grantor shall:

i) Include, in substantially similar form, the following language within any Subsequent Deed of Conveyance:

The [Protected Property]is subject to that certain Deed of Conservation Easement recorded at Deed Book [ ], Page [ ], Fulton County, Georgia records (the "Conservation Easement"). The Conservation Easement requires property owners to provide written notice to the Conservation Easement Grantee in certain situations and establishes certain use restrictions on the [Protected Property]. Use restrictions may include whether the [Protected Property] can be divided/split/partitioned, the location, number, and character of structures permitted on the [Protected Property], and permitted and prohibited land use(s) for the [Protected Property]. Additionally, the Conservation Easement entitles Conservation Grantee to a portion of any proceeds resulting from an "Extinguishment" of the Conservation Easement, as further defined therein.

ii) Include the recording book and page (or instrument number) for this Deed of Conservation Easement as a cross reference when submitting any Subsequent Deed of Conveyance for recording.

c) No Transfer Fee. Grantee shall not be entitled to a "transfer fee" as the result of any subsequent transfer or conveyance of the Protected Property, notwithstanding any Proceeds resulting from an Extinguishment of the Conservation Easement as set forth above.

d) Failure to Comply with Transfer Requirements does not Limit Enforceability. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

20) No Extinguishment Through Merger. No deed, transfer or assignment of any fee title interest in the Property to Grantee or any other party shall be effective if it will result in the merger of this Conservation Easement with the fee title interest in the Property. The provisions of this Paragraph are intended to prevent such merger. The provisions of this Paragraph shall apply, and shall be construed to apply, to Grantee and to any successor grantee of this Conservation Easement.

a) In the event that Grantee becomes aware of any transaction under consideration, whether such transaction is by contract, operation of law, or otherwise, pursuant to which Grantee would acquire all or a portion of the fee interest in the Property, then prior to such acquisition and as a condition precedent thereto, (i) Grantee must first assign all of its interests in this Conservation Easement to another Holder (as hereinafter defined) in conformity with the requirements for Assignment of the Conservation Easement, as set forth above, and (ii) any instrument assigning Grantee's interest(s) in the Conservation Easement shall be recorded in the official records of all applicable count(ies), shall refer to the provisions of this Paragraph, and shall state that this Conservation Easement continues

in full force and effect. For purposes of this Paragraph, "Holder" means any organization that would be an eligible assignee of this Conservation Easement under the requirements for Assignment of the Conservation Easement, as set forth above.

b) If for any reason Grantee fails to comply with the provisions of this Paragraph prior to acquiring a fee title interest in all or any portion of the Property, then (i) in view of the public interest in this Conservation Easement's continued effectiveness and enforcement, this Conservation Easement shall not be extinguished, in whole or in part, through the doctrine of merger, and Grantee shall be prohibited from asserting any claim or cause of action to the contrary in any administrative or judicial proceeding of any kind, nature, or description, (ii) Grantee, as promptly as practicable, shall assign all of its interests under this Conservation Easement to a Holder in conformity with the requirements of this Paragraph as set forth above, and (iii) at any time that Grantee, as successor in title to Grantor, holds all or a portion of the fee title interest in the Property, Grantee shall comply with, and be bound by, the obligations of Grantor and the restrictions imposed upon the Property by this Conservation Easement.

c) This Conservation Easement shall remain in full force and effect in perpetuity notwithstanding Grantee's failure to comply with the provisions of this Paragraph.

21) Notices. Any notice, demand, request, consent, approval, or communication that either party desires, or is required, to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight, courier service or U.S.P.S. mail (postage prepaid, with return receipt and tracking), addressed as follows, or to such other address(es) as may be specified by any such party to the other hereunder by written Notice delivered in accordance with this Paragraph:

To Grantor:	City of Milton Attn: City Manager 2006 Heritage Walk Milton, Georgia 30004
To Grantee:	Georgia-Alabama Land Trust, Inc. Attn: Executive Director 226 Old Ladiga Road Piedmont, Alabama 36272 Stewardship@galandtrust.org

Any Notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery if personally served or if delivered by nationally-recognized, overnight, courier service, or on the date indicated on the return receipt if sent by U.S.P.S. as described above. Alternatively, Notice by e-mail shall be deemed effective upon acknowledgement of receipt by the other Party.

22) Recordation. Grantor and Grantee agree that this Conservation Easement shall be promptly

recorded in the official records of all applicable count(y/ies). Grantee also retains the right to re-record this Conservation Easement at any time as may be required to preserve its rights in this Conservation Easement.

23) Development Rights. Except those limited reserved rights associated with the structures and/or improvements permitted pursuant to Paragraph 4 above, Grantor and Grantee agree that all development rights, that are now or hereafter allocated to, implied, inherent in the Property are terminated and extinguished, and shall not be used on or transferred to any other property not within the Property or used for the purpose of calculating permissible lot yield of the Property or any other property.

24) Amendment. Amendment. No amendment shall be allowed that will (i) cause this Conservation Easement to be contributed to an organization other than a "qualified organization" within the meaning of § 170(h)(3) of the Code; (ii) affect the status of Grantee as a "qualified organization" within the meaning of § 170(h)(3) of the Code; (iii) cause this Conservation Easement to be contributed other than "exclusively for conservation purposes"; (iv) affect the status of this Conservation Easement as a conservation easement within the meaning of O.C.G.A. §§ 44-10-1 *et seq*.; or (v) affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including, but not limited to, O.C.G.A. §§ 44-10-1 *et seq*. Furthermore, no amendment shall be allowed that: (i) does not serve the public interest or is inconsistent with the mission of Grantee; (ii) does not comply with all applicable federal, state, and local laws; (iii) jeopardizes Grantee's tax exempt status or status as charitable organization under federal or state law; (iv) results in private inurement or confers impermissible private benefit; (v) is inconsistent with the Conservation Purposes and intent of the Conservation Easement; (vi) is inconsistent with the documented intent of Grantor; or (vii) has a net negative effect on the Conservation Values protected by this Conservation Easement.

25) General Provisions.

a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Georgia.

b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of O.C.G.A. §§ 44-10-1, *et seq*. Grantor and Grantee acknowledge that each party has reviewed and revised this Conservation Easement and agree that the rule of construction providing that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Conservation Easement. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability. In the event any provision of this Conservation Easement is determined by

the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.

e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation. The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

g) Successors and Assigns: Covenants, Etc. Run with Land. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns, and shall continue as an easement and servitude running with the Property in perpetuity and enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with the provisions governing "Assignment," as set forth above. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors, and assigns.

h) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest pursuant to the terms of this Conservation Easement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

k) Grantor's Representations and Warranties. Grantor hereby represents and warrants that Grantor is seized of the Property in fee simple, subject to those certain easements, covenants, and restrictions predating this Deed of Conservation Easement and listed in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Title Exceptions"). Grantor further represents and warrants that Grantee and its successors and assigns shall have the use and enjoyment of all the benefits derived from and arising out of this

Conservation Easement.

l) Grantee Does Not Represent Outside Parties. Grantee makes no warranty, representation or other assurance regarding the Conservation Purposes or the value of this Conservation Easement donation or of the Property. Grantor is relying upon Grantor's own legal counsel, accountant, financial advisor, appraiser and/or other consultant and not upon Grantee or any representative, legal counsel, accountant, financial advisor, appraiser or other consultant of Grantee. Grantee and its representatives and/or employees do not provide legal, tax, or professional advice to any outside party, including, but not limited to, Grantor; Grantor has been notified to retain independent counsel of its choosing to examine the language of this Conservation Easement and any related documents. To the extent that any representative and/or employee of Grantee participated in the drafting or preparation of this Conservation Easement or any related documents, or was present/participated in the closing or recording of this Conservation Easement, said representatives and/or employees acted solely on the behalf of the Grantee and did not represent the Grantor or any other party. The terms of this Paragraph may not be waived by any representative and/or employee of Grantee without express written approval of Grantee's Board of Directors.

m) Environmental Representations. Grantor covenants and represents that, to the best of its knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

n) Authority to Execute. The individual(s) signing below, executing this Conservation Easement on behalf of Grantor, represent and warrant to Grantee the legal capacity and authority to execute and deliver the Conservation Easement and related documents, thereby binding Grantor.

o) Baseline Documentation Report, Exhibit "C". In order to establish a present condition of the Conservation Purposes so as to be able to properly monitor future uses of the Property and assure compliance with the terms hereof, Grantor and Grantee caused to be prepared the Baseline Documentation Report dated July 20, 2026. Prior to the granting of this

Conservation Easement, Grantor and Grantee jointly acknowledged and agreed that the Baseline Documentation Report is a natural resource inventory that serves as an accurate representation of the Protected Property at the time of the transfer of the Conservation Easement. By executing this Deed of Conservation Easement, Grantor and Grantee further jointly acknowledge and agree that the Baseline Documentation Report is a natural resource inventory that serves as an accurate representation of the Protected Property at the time of the transfer of the Conservation Easement. Grantor and Grantee agree that in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Property subject to this Conservation Easement, the parties may look beyond the Baseline Documentation Report, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Conservation Easement to assist in the resolution of the controversy. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail. Grantor and Grantee acknowledge that they have been provided with a copy of the Baseline Documentation Report prior to the time of the granting of this Conservation Easement.

26) List of Attached Exhibits.

Exhibit A:	A legal description of the Property
Exhibit B:	Property Survey
Exhibit C:	Baseline Documentation Report
	[The entire Baseline Documentation Report can be found on file at Grantee's office]

[Remainder of this page left intentionally blank]

TO HAVE AND TO HOLD this Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members, and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use and benefit of Grantee forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon Grantor but also its successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this document the day and year written below.

Executed this ___ day of _____, 2026.

GRANTOR:

CITY OF MILTON
a municipality of the State of Georgia

By: _____
Peyton Jamison, Mayor

ATTEST:

_____
Tammy Lowit, City Clerk

[affix city seal]

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

(signatures continue on following page)

(signatures continued from previous page)

GRANTEE:

GEORGIA-ALABAMA LAND TRUST, INC.
a Georgia non-profit corporation

By: _____
Mike Heneghan
Its: Conservation Programs Officer

ATTEST:

_____
Corporate Secretary

[affix corporate seal]

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Notary Public

STATE OF _____
COUNTY OF_____
My Commission Expires: _____

(NOTARY SEAL)

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY
EXHIBIT B: PROPERTY SURVEY
EXHIBIT C: BASELINE DOCUMENTATION REPORT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY PER SURVEY

TRACT 1 – CONSERVATION EASEMENT

Being a tract or parcel of land lying in the City of Milton, Georgia and shown as Tract 1 on a Re-Configuration Plat for the Birmingham Park Property Area, recorded among the Land Records of Fulton County, Georgia in Plat Book 485, Pages 165-167, said tract or parcel lying and being in Land Lots 271, 272, 305, 306, 307, 342, 343, 344, 379 & 380, 2nd District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning of the tract or parcel of land, commence at the point of intersection of the Northerly Right of Way Line of Hickory Flat Road (being a 60 feet wide public right of way), per deed recorded among the Land Records of Fulton County, Georgia in Deed Book 3125, Page 357, and the Westerly Right of Way Line of Old Bullpen Road (being an apparent 30 feet wide public right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,516,197.66; East: 2,244,861.64; thence, leaving said point and running with the said line of Old Bullpen Road, North 03° 04' 55" East, 60.49 feet; thence, North 01° 24' 34" East, 139.56 feet; thence, North 02° 52' 23" West, 105.42 feet; thence, North 02° 54' 21" West, 58.27 feet; thence, North 00° 46' 37" East, 131.25 feet; thence, North 02° 57' 49" East, 64.76 feet; thence, North 01° 56' 11" East, 138.59 feet; thence, North 01° 50' 42" East, 73.15 feet; thence, North 01° 35' 09" East, 143.98 feet; thence, North 02° 14' 14" East, 131.51 feet; thence, North 01° 23' 32" East, 116.99 feet; thence, North 04° 15' 51" East, 54.60 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and the said line of Old Bullpen Road and running adjacent to Parcel IV of the aforesaid plat,

1. North 45° 05' 31" West, 123.71 feet; thence,
2. North 51° 00' 28" West, 86.24 feet; thence,
3. North 46° 28' 42" West, 109.51 feet; thence,
4. North 14° 43' 01" West, 88.81 feet; thence,
5. North 28° 54' 08" West, 22.53 feet; thence,
6. North 39° 09' 49" West, 20.23 feet; thence,
7. North 48° 13' 38" West, 25.50 feet; thence,
8. North 58° 02' 16" West, 110.24 feet; thence,
9. South 30° 40' 36" West, 187.69 feet; thence,
10. South 07° 52' 17" East, 134.54 feet; thence, running adjacent to Parcel III of the aforesaid plat,
11. South 88° 07' 09" West, 389.01 feet; thence, running adjacent to the property now or formerly owned by David G. Morgan, as described in deeds recorded among the aforesaid Land Records in Deed Book 27454, Page 25 and Deed Book 34982, Page 258,
12. North 00° 09' 24" East, 144.01 feet; thence,
13. South 89° 39' 03" West, 227.39 feet to a ½ inch rebar found; thence,
14. South 61° 33' 41" West, 348.90 feet; thence, running adjacent to the property now or formerly owned by Douglas J. and Leslie W. Fix, as described in a deed recorded among the aforesaid Land Records in Deed Book 11030, Page 251,

15. North 51° 50' 28" West, 287.79 feet to a ½ inch iron rod found; thence, running adjacent to the property now or formerly owned by Carol Lehan and Thomas G. Zarski, as described in a deed recorded among the aforesaid Land Records in Deed Book 48192, Page 139,
16. North 87° 31' 27" West, 248.32 feet to a ¾ inch crimped top pipe found; thence, running adjacent to the property now or formerly owned by The Martin Kesterson Revocable Trust, as described in a deed recorded among the aforesaid Land Records in Deed Book 61810, Page 501,
17. South 86° 39' 05" West, 139.67 feet to a ¾ inch crimped top pipe found; thence,
18. South 86° 39' 05" West, 68.91 feet to the centerline of a creek; thence, running with the said centerline of creek,
19. North 48° 35' 06" West, 61.62 feet; thence,
20. North 37° 08' 07" West, 90.60 feet; thence,
21. North 06° 17' 07" West, 43.66 feet; thence,
22. North 09° 37' 09" West, 58.10 feet; thence,
23. North 04° 16' 26" West, 22.45 feet; thence,
24. North 26° 19' 31" West, 46.68 feet; thence,
25. North 12° 52' 06" West, 48.77 feet; thence,
26. North 19° 10' 41" West, 74.12 feet; thence,
27. North 28° 20' 39" West, 59.90 feet; thence,
28. North 37° 09' 52" West, 77.26 feet; thence,
29. North 22° 49' 51" West, 77.79 feet; thence,
30. North 03° 46' 02" West, 94.40 feet; thence,
31. North 04° 24' 50" East, 33.49 feet; thence,
32. North 16° 32' 36" West, 51.98 feet; thence,
33. North 02° 33' 28" West, 30.22 feet; thence,
34. North 18° 04' 20" West, 23.10 feet; thence,
35. North 08° 23' 49" West, 47.82 feet; thence,
36. North 10° 04' 36" West, 47.42 feet; thence,
37. North 12° 29' 45" West, 31.72 feet; thence,
38. North 05° 18' 33" West, 36.08 feet; thence,
39. North 00° 14' 15" East, 12.62 feet; thence,
40. North 15° 57' 05" West, 42.08 feet; thence,
41. North 24° 09' 25" West, 28.44 feet; thence,
42. North 24° 09' 24" West, 40.75 feet; thence,
43. North 16° 52' 33" West, 41.07 feet; thence,
44. North 22° 31' 35" West, 34.65 feet; thence,
45. North 02° 54' 08" West, 27.64 feet; thence,
46. North 07° 23' 46" West, 40.44 feet; thence,
47. North 15° 02' 29" East, 25.87 feet; thence,
48. North 24° 14' 10" West, 31.62 feet; thence,
49. North 39° 18' 25" West, 42.05 feet; thence,
50. North 22° 02' 58" West, 26.92 feet; thence,
51. North 67° 10' 28" West, 34.53 feet; thence,
52. North 52° 25' 36" West, 35.98 feet; thence,
53. North 44° 36' 46" West, 45.26 feet; thence,
54. North 36° 32' 38" West, 95.91 feet to a point in the centerline of Little River, said river being the line between aforesaid Fulton County and Cherokee County, Georgia; thence, running with the said centerline of Little River,
55. North 66° 51' 51" East, 38.20 feet; thence,

56. North 73° 37' 39" East, 53.57 feet; thence,
57. North 69° 10' 36" East, 52.67 feet; thence,
58. North 56° 30' 23" East, 68.93 feet; thence,
59. North 49° 00' 01" East, 56.66 feet; thence,
60. North 62° 52' 06" East, 38.53 feet; thence,
61. North 30° 14' 42" East, 17.44 feet; thence,
62. North 32° 09' 31" West, 15.39 feet; thence,
63. North 16° 42' 40" West, 15.06 feet; thence,
64. North 31° 34' 34" East, 22.59 feet; thence,
65. North 76° 55' 13" East, 30.64 feet; thence,
66. South 88° 12' 00" East, 22.83 feet; thence,
67. South 72° 29' 37" East, 37.31 feet; thence,
68. South 68° 09' 07" East, 42.20 feet; thence,
69. South 84° 29' 51" East, 55.79 feet; thence,
70. South 77° 31' 47" East, 53.84 feet; thence,
71. South 61° 06' 09" East, 16.82 feet; thence,
72. South 49° 57' 45" East, 50.49 feet; thence,
73. South 78° 57' 42" East, 55.16 feet; thence,
74. South 74° 02' 24" East, 118.84 feet; thence,
75. South 77° 49' 45" East, 59.89 feet; thence,
76. South 87° 47' 24" East, 68.20 feet; thence,
77. South 80° 54' 20" East, 69.44 feet; thence,
78. North 89° 01' 21" East, 43.35 feet; thence,
79. North 79° 51' 45" East, 40.28 feet; thence,
80. North 76° 35' 43" East, 46.25 feet; thence,
81. North 66° 08' 34" East, 71.23 feet; thence,
82. North 65° 12' 49" East, 53.25 feet; thence,
83. North 66° 28' 46" East, 54.96 feet; thence,
84. North 47° 18' 51" East, 32.78 feet; thence,
85. North 45° 02' 47" East, 55.24 feet; thence,
86. North 53° 38' 40" East, 56.36 feet; thence,
87. North 35° 02' 20" East, 42.47 feet; thence,
88. North 18° 04' 50" East, 21.08 feet; thence,
89. North 11° 55' 46" East, 50.00 feet; thence,
90. North 11° 55' 46" East, 44.31 feet; thence,
91. North 34° 13' 58" East, 39.45 feet; thence,
92. North 51° 14' 39" East, 36.10 feet; thence,
93. North 67° 06' 05" East, 32.72 feet; thence,
94. North 45° 03' 42" East, 69.08 feet; thence,
95. North 65° 32' 49" East, 56.48 feet; thence,
96. North 57° 30' 44" East, 104.54 feet; thence,
97. North 57° 30' 44" East, 31.09 feet; thence,
98. North 51° 34' 37" East, 27.74 feet; thence,
99. North 49° 30' 21" East, 36.67 feet; thence,
100. North 87° 03' 11" East, 53.48 feet; thence,
101. North 78° 10' 17" East, 21.40 feet; thence,
102. North 60° 20' 10" East, 49.55 feet; thence,
103. North 54° 34' 56" East, 54.25 feet; thence,
104. North 78° 31' 12" East, 76.49 feet; thence,
105. North 82° 17' 16" East, 49.18 feet; thence,

106. North 78° 29' 03" East, 60.55 feet; thence,
107. South 76° 21' 06" East, 51.21 feet; thence,
108. South 85° 54' 45" East, 55.76 feet; thence,
109. North 72° 47' 28" East, 36.37 feet; thence,
110. North 85° 35' 45" East, 51.82 feet; thence,
111. North 81° 16' 12" East, 52.95 feet; thence,
112. North 68° 08' 23" East, 77.68 feet; thence,
113. North 64° 24' 03" East, 51.42 feet; thence,
114. North 71° 07' 02" East, 63.35 feet; thence,
115. North 62° 26' 02" East, 65.69 feet; thence,
116. North 48° 16' 46" East, 60.70 feet; thence,
117. North 57° 38' 19" East, 55.44 feet; thence,
118. North 61° 24' 44" East, 19.72 feet to the intersection of with the common line between Land Lots 270 & 271 of the aforesaid District and Section; thence, leaving the aforesaid centerline of Little River and running with the said common line between said Land Lots 270 & 271,
119. South 01° 05' 26" East, 48.34 feet to a 3/8 inch rebar found; thence,
120. South 01° 05' 26" East, 1,088.25 feet to a 1 inch crimped top pipe found at the common corner of Land Lots 270, 271, 306 & 307 of the aforesaid District and Section; thence, running with the common line between said Land Lots 270 & 307,
121. North 88° 50' 45" East, 1,165.81 feet to a 3/8 inch rebar found on the Westerly Right of Way Line of New Bull Pen Road, (having a 50 feet wide right of way); thence, running with the said line of New Bull Pen Road,
122. 150.20 feet along the arc of a curve deflecting to the right, having a radius of 580.00 feet and a chord bearing and distance of South 23° 08' 09" East, 149.78 feet; thence,
123. 167.57 feet along the arc of a curve deflecting to the right, having a radius of 1,090.81 feet and a chord bearing and distance of South 09° 20' 38" East, 167.41 feet; thence,
124. South 00° 31' 13" East, 418.02 feet; thence,
125. 468.52 feet along the arc of a curve deflecting to the left, having a radius of 1,765.68 feet and a chord bearing and distance of South 08° 57' 52" East, 467.15 feet; thence,
126. South 16° 44' 09" East, 40.74 feet to a ½ inch rebar found at the intersection with the common line between Land Lots 307 & 308 of the aforesaid District and Section; thence, running with the said common line between Land Lots 307 & 308,
127. South 00° 53' 44" West, 92.05 feet to a ½ inch rebar found at the common corner of Land Lots 307, 308, 341 & 342 of the aforesaid District and Section; thence, running with the common line between said Land Lots 341 & 342,
128. South 00° 16' 41" West, 1,424.92 feet to an axle found at the common corner of Land Lots 341, 342, 379 & 380 of the aforesaid District and Section; thence, running with the common line between said Land Lots 341 & 380,
129. North 89° 08' 39" East, 202.11 feet to a ½ inch rebar found on the aforesaid line of New Bull Pen Road; thence, running with the said line of New Bull Pen Road,
130. South 28° 20' 39" West, 164.24 feet; thence, leaving the aforesaid line of New Bull Pen Road and running adjacent to the property now or formerly owned by Riddhi Investment, LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 57729, Page 67,
131. North 72° 12' 32" West, 386.91 feet to a 3/8 inch rebar found; thence, running adjacent to the property now or formerly owned by The Douglas D. McMurry Revocable Trust, as described in a deed recorded among the aforesaid Land Records in Deed Book 52789, Page 597 and the property now or formerly owned by Old Crossroads Properties, LLC,

as described in a deed recorded among the aforesaid Land Records in Deed Book 59209, Page 124,

132. North 00° 15' 32" East, 436.34 feet to a ½ inch rebar found; thence,
133. North 80° 25' 07" West, 415.04 feet to a stone with tack found; thence,
134. South 00° 10' 06" West, 437.10 feet to a point on the common line between aforesaid Land Lots 342 & 379; thence, running with the said common line between Land Lots 342 & 379,
135. North 87° 52' 50" West, 484.51 feet to a ½ inch open top pipe found (bent); thence, running adjacent to the property now or formerly owned by Birmingham Baptist Church, Inc., as described in a deed recorded among the aforesaid Land Records in Deed Book 35546, Page 503,
136. North 04° 44' 05" West, 253.78 feet to a 3/8 inch rebar found; thence,
137. North 73° 59' 14" West, 192.40 feet to a point on the Easterly Right of Way Line of aforesaid Old Bull Pen Road; thence, running with the said easterly line,
138. North 01° 04' 57" East, 88.03 feet; thence,
139. North 02° 57' 57" East, 64.46 feet; thence,
140. North 01° 56' 19" East, 45.58 feet; thence,
141. North 01° 57' 49" East, 93.29 feet; thence,
142. North 01° 50' 42" East, 73.24 feet; thence,
143. North 01° 35' 09" East, 143.88 feet; thence,
144. North 02° 14' 14" East, 131.56 feet; thence,
145. North 01° 23' 32" East, 116.46 feet; thence,
146. North 04° 15' 51" East, 53.85 feet; thence, running across Old Bull Pen Road,
147. North 85° 44' 09" West, 30.00 feet to the Point of Beginning, containing 8,005,708 square feet or 183.7858 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

TOGETHER WITH:

TRACT 2 – CONSERVATION EASEMENT

Being a tract or parcel of land lying in the City of Milton, Georgia and shown as Tract 2 on a Re-Configuration Plat for the Birmingham Park Property Area, recorded among the Land Records of Fulton County, Georgia in Plat Book 485, Pages 165-167, said tract or parcel lying and being in Land Lot 307, 2nd District, 2nd Section of Fulton County, Georgia and being more particularly described as follows:

Beginning for the same at a 1 inch open top pipe found at the common corner of Land Lots 269, 270, 307 & 308 of the aforesaid District and Section, said point being at State Plane Coordinate (Georgia West Zone) of North: 1,518,977.01; East: 2,246,264.85; thence, leaving the said Point of Beginning and running with the common line between said Land Lots 307 & 308,

1. South 01° 05' 45" West, 649.31 feet to a ½ inch crimped top pipe found; thence,
2. South 01° 05' 31" West, 395.43 feet to a 3/8 inch rebar found on the Easterly Right of Way Line of New Bull Pen Road (having a 50 feet wide right of way); thence, running with the said line of New Bull Pen Road,

3. 322.91 feet along the arc of a curve deflecting to the right, having a radius of 1,715.68 feet and a chord bearing and distance of North 06° 46' 00" West, 322.44 feet; thence,
4. North 00° 31' 13" West, 419.56 feet; thence,
5. 178.06 feet along the arc of a curve deflecting to the left, having a radius of 1,140.81 feet and a chord bearing and distance of North 09° 18' 59" West, 177.88 feet; thence,
6. 136.33 feet along the arc of a curve deflecting to the left, having a radius of 630.00 feet and a chord bearing and distance of North 21° 50' 14" West, 136.06 feet to a 3/8 inch rebar found at the intersection with the common line between aforesaid Land Lots 270 & 307; thence, running with the said common line between said Land Lots 270 & 307,
7. North 88° 47' 12" East, 141.19 feet to the Point of Beginning, containing 56,248 square feet or 1.2913 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

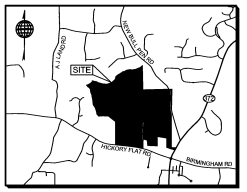
EXHIBIT “B”

PROPERTY SURVEY

D: PLAT B: 485 P: 165
Filed and Recorded 09/16/2026 04:46 PM
2026-0219934 Pages: 3
CHÉ ALEXANDER
Clerk of Superior Court, Fulton County, Georgia

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

MINOR PLAT
FOR
THE CITY OF MILTON
(BIRMINGHAM PARK PROPERTY AREA)
LOCATED IN
LAND LOTS 271, 272, 305, 306, 307, 342, 343, 344, 378, 379 & 380,
2ND DISTRICT, 2ND SECTION
CITY OF MILTON, FULTON COUNTY, GEORGIA



LOCATION MAP
NOT TO SCALE
LAT - 34°10'07.05"N
LONG - 84°20'22.63"W

SURVEY NOTES

EQUIPMENT USED:
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-12 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:
THIS TRACT 1 HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 706,317 FEET.

THIS TRACT 2 HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 706,317 FEET.

THIS PARCEL I HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 629,808 FEET.

THIS PARCEL II HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 158,947 FEET.

THIS PARCEL III HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 1,667,550 FEET.

THIS PARCEL IV HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 332,200 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY WAS PERFORMED IS BASED UPON GPS OBSERVATIONS WHICH WERE ESTABLISHED USING A TRIMBLE R-12 DUAL FREQUENCY RECEIVER USING STATIC AND REAL TIME KINEMATIC OBSERVATIONS. THE RELATIVE POSITIONAL ACCURACY ACHIEVED IS BETTER THAN 0.02 FEET PER OBSERVATION POINT. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS.

THE FIELD DATA UPON WHICH THIS SURVEY WAS PERFORMED IS BASED UPON GPS OBSERVATIONS WHICH WERE ESTABLISHED USING A TRIMBLE R-12 DUAL FREQUENCY RECEIVER USING STATIC AND REAL TIME KINEMATIC OBSERVATIONS. THE RELATIVE POSITIONAL ACCURACY ACHIEVED IS BETTER THAN 0.02 FEET PER OBSERVATION POINT. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNITS OF THIS SURVEY ARE IN U.S. SURVEY FEET.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON JUNE 25, 2025

DUE TO VARIANCES IN GPS EQUIPMENT, TECHNIQUES, FEDERAL ADJUSTMENTS TO STATE PLANE MODELS AND DAILY CONDITIONS IMPACTING GPS RECEPTIVITY, GPS SOLUTIONS MAY VARY FROM THOSE PROVIDED ON THIS SURVEY BOTH HORIZONTALLY AND VERTICALLY. ANY AND ALL CONTRACTORS, CONSULTANTS, INDIVIDUALS OR ENTITIES RELYING ON STATE PLANE COORDINATES TO RELATE TO DATA PROVIDED ON THIS SURVEY MUST LOCALIZE TO THE SURVEY CONTROL, BENCHMARKS OR PROPERTY MONUMENTATION, ESTABLISHED BY THIS SURVEY IN ORDER TO ENSURE ACCURACY OF DATA. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

INFORMATION REGARDING SIZE, LOCATION, AND SPECIES OF EXISTING TREES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE SIZE AND SPECIES OF THE SAID TREES WITHOUT VERIFICATION FROM THE DESIGNATED ARBORIST BY THE LOCAL REGULATORY AUTHORITY. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON EXCEPT BY APPROVAL OF SAID AUTHORITY.

THIS SURVEY MAY NOT REPRESENT OFFSITE PAINT STRIPING TO THE ACCURACY REQUIRED FOR LANE DESIGN. TERRAMARK LOCATES THE EDGE OF PAVING AND CRITICAL POINTS TO REFLECT ACCURATE TOPOGRAPHIC DATA ONLY. ACCURACY OF PAINT LOCATIONS SHOULD BE VERIFIED WITH SURVEYOR PRIOR TO USING THIS SURVEY FOR DESIGN.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE, THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

TERRAMARK LAND SURVEYING, INC. WAS UNABLE TO DETERMINE THE EXTENT OF PIPES MARKED AS APPROXIMATE DIRECTION ONLY. APPROXIMATED PIPE IS DRAWN ON THE SURVEY TO REFLECT THE OBSERVED DIRECTION BASED UPON A VISUAL INSPECTION OF THE STRUCTURES, AND IS SHOWN FOR INFORMATIONAL PURPOSES.

STATE WATERS AND BUFFERS AS SHOWN OR NOT SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED OR NOT IDENTIFIED HEREON.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

ADDRESS TABLE

TRACT 1	**16100 OLD BULLPEN ROAD**
TRACT 2	**16155 NEW BULLPEN ROAD**
PARCEL I	**750 HICKORY FLAT ROAD**
PARCEL II	**690 HICKORY FLAT ROAD**
PARCEL III	**670 HICKORY FLAT ROAD**
PARCEL IV	**16050 OLD BULLPEN ROAD**

AREA TABLE

TRACT 1	**8,005,708 SQ.FT. OR**	**183.7858 AC.**
TRACT 2	**56,248 SQ.FT. OR**	**1.2913 AC.**
PARCEL I	**134,955 SQ.FT. OR**	**3.0981 AC.**
PARCEL II	**87,066 SQ.FT. OR**	**1.9988 AC.**
PARCEL III	**340,881 SQ.FT. OR**	**7.8256 AC.**
PARCEL IV	**391,436 SQ.FT. OR**	**8.9861 AC.**
TOTAL AREA	**9,016,294 SQ.FT. OR**	**206.9857 AC.**

SITE INFORMATION
(CONSERVATION EASEMENT AREA)

CURRENT OWNER TRACT 1: CITY OF MILTON
DB. 62338 PG 571, DB. 44201 PG. 345

TAX PARCEL ID # 22 380002710054, 22 380002050185, 22 380003050300, 22 380003050326, 22 380003050342, 22 380003050367, 22 380003430288, 22 405003420291, 22 405003420936, 22 405003420556, 22 405003070302 & 22 406003800409

ADDRESS: 16050 OLD BULL PEN ROAD

CURRENT OWNER TRACT 2: CITY OF MILTON
DB. 44201 PG. 345

TAX PARCEL ID # 22 405003070211

ADDRESS: (NO ADDRESS ISSUED)

ZONING (TRACTS 1 & 2) : AG1
JURISDICTION: CITY OF MILTON

SITE INFORMATION
(FACILITY RELATED AREA)

CURRENT OWNER PARCEL I (FIRE STATION PARCEL): CITY OF MILTON
DB. 62338 PG 571

TAX PARCEL ID # 22 380003050367

ADDRESS: 750 HICKORY FLAT ROAD

CURRENT OWNER PARCEL II (FACILITY): CITY OF MILTON
DB. 55371 PG 132

TAX PARCEL ID # 22 380003430312

CURRENT OWNER PARCEL III (FACILITY): CITY OF MILTON
DB. 62338 PG 571

TAX PARCEL ID # 22 380003050367

CURRENT OWNER PARCEL IV (PUBLIC WORKS YARD MAINTENANCE): CITY OF MILTON
DB. 62338 PG 571

TAX PARCEL ID # 22 380003050367

ADDRESS: PARCELS II - IV (NO ADDRESSES ISSUED)

ZONING (PARCELS I - IV) : AG1
JURISDICTION: CITY OF MILTON

TITLE NOTES

ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA (PANEL NUMBERS 13121C0015G & 13057C0290E), DATED JUNE 19, 2020 & JUNE 7, 2018, RESPECTIVELY; A PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF HICKORY FLAT ROAD, BIRMINGHAM HIGHWAY AND NEW BULL PEN ROAD.

SPECIAL NOTES

1. CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATIONS. THE CERTIFICATIONS AND DECLARATIONS ON THIS PLAT ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

3. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FIRE PROTECTION NOTES

BE AWARE THAT FOR DWELLINGS MORE THAN 800' OFF THE ROAD, FLAG LOTS OR UNUSUAL CONFIGURATIONS, THE FIRE DEPARTMENT MAY NOT BE ABLE TO PROVIDE ADEQUATE FIRE PROTECTION UNLESS THE FOLLOWING ITEMS ARE FULLFILLED:

A. A FIRE HYDRANT OR APPROVED WATER SOURCE IS PREFERRED WITHIN 800' OF THE DWELLING'S MOST REMOTE POINT OR WITHIN 800' IF A RESIDENTIAL SPRINKLER SYSTEM IS PROVIDED IN ACCORDANCE WITH NFPA 13D.
B. AN ALL-WEATHER DRIVEWAY OF AT LEAST 14' WIDE AND HAVING A VERTICAL CLEARANCE OF 15'6".
C. AN APPROVED TURNAROUND AT THE DEAD-END OF ANY ROAD OR DRIVE OVER 150' LONG.

ALTHOUGH MILTON FIRE-RESCUE WILL CONTINUE TO SERVE THE RESIDENTS TO THE BEST OF THEIR ABILITY, ANY STRUCTURE MORE THAN 1000' FROM A HYDRANT OR OTHER APPROVED WATER SOURCE MAY BE CONSIDERED "UNPROTECTED" BY THE FIRE DEPARTMENT FOR INSURANCE PURPOSES AND MAY FACE SIGNIFICANT DELAYS IN SERVICE DELIVERY IN THE EVENT OF A FIRE EMERGENCY.

FULTON Co PUBLIC WORKS NOTE

PROOF OF FULTON COUNTY APPROVAL FOR WATER CONNECTION, SEWER CONNECTION OR SEPTIC SYSTEM SHALL BE PROVIDED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

ADDITIONAL NOTES

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF MILTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING, AND THE NECESSARY TO REMEDY A CONDITION WHICH IN THE JUDGEMENT OF STAFF AND DIRECTOR IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE CONDUCTED FOR A COMMON GOOD SHALL NOT BE CONSTRUED AS CONSTITUTING A MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF MILTON, NOR AN ABROGATION OF THE CITY OF MILTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNERS OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

WATER SERVICE PROVIDED BY _____.

WASTEWATER SERVICE PROVIDED BY_____.

REFERENCE MATERIAL

1. OVERALL PROPERTY SURVEY FOR CITY OF MILTON (BIRMINGHAM PARK PROPERTY AREA) PREPARED BY TERRAMARK LAND SURVEYING, INC., DATED JULY 17, 2025 AND LAST REVISED ON SEPTEMBER 23, 2025.

2. DEEDS AND PLATS SHOWN HEREON.

MINOR SUBDIVISION PLAT APPROVAL

THE DIRECTOR OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF MILTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA AS AMENDED, AND ANY APPLICABLE CONDITIONS OF ZONING.

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT — DATE: 9/11/2026

FULTON COUNTY BOARD OF HEALTH CERTIFICATION

ALL LOTS SHOWN HAVE BEEN REVIEWED FOR COMPLIANCE TO THE FULTON COUNTY BOARD OF HEALTHS ADOPTED MINIMUM LOT SIZE AND DPH CHAPTER 511-3-1 RULES FOR ON-SITE SEWAGE MANAGEMENT SYSTEMS AND CHAPTER 511-3-3 RULES FOR DRINKING WATER SUPPLY. PRIOR TO THE CONSTRUCTION OF ANY RESIDENCE, BUILDING, OR FACILITY, EACH LOT MUST BE REVIEWED AND APPROVED FOR AN ON-SITE SEWAGE MANAGEMENT SYSTEM CONSTRUCTION PERMIT.

DATED THIS ____ DAY OF _____, 20___

BY: N/A

TITLE: N/A

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

I CERTIFY THAT THIS PROPERTY CAN BE SERVED BY FULTON COUNTY WATER AND/ OR SEWER SYSTEM IN ACCORDANCE WITH ALL APPLICABLE, POLICIES, ORDINANCES, AND REGULATORY REQUIREMENTS. ALL WATER METERS MUST BE LOCATED INSIDE OF ROW, AND SEWER LATERALS SHALL BE PROVIDED FOR EACH UNIT. IT WILL BE THE RESPONSIBILITY OF THE OWNER TO OBTAIN ANY NEEDED EASEMENTS AND/ OR UTILITY PERMITS.

APPROVED THIS ____ DAY OF _____, 20___

N/A — SIGNATURE

N/A — PRINTED NAME AND TITLE

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS
WATER SERVICE DIVISION
11575 MAXWELL ROAD
ALPHARETTA, GA 30009
TEL: 770-640-3040

PLAT PURPOSE

TO COMBINE MULTIPLE TAX PARCELS INTO ONE OVERALL TRACT FOR CONSERVATION PURPOSES AND RE-CONFIGURE FACILITY RELATED PARCELS PER CITY'S REQUEST

OWNERS ACKNOWLEDGEMENT (STATE OF GEORGIA) (CITY OF MILTON)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO FULTON COUNTY AND/ OR CITY OF MILTON THE COMPLETE OWNERSHIP AND USE OF ALL WATER AND SEWER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT AND DEDICATED TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS	N/A	ACRES
PUBLIC SEWER EASEMENTS	N/A	ACRES
PUBLIC DRAINAGE EASEMENTS	N/A	ACRES
PUBLIC PARKS/ OPEN SPACE	N/A	ACRES

PEYTON JANSON, MAYOR — DATE: 9/16/26
2006 HEMBREE WALK
MILTON, GEORGIA 30004

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY, MADE BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, OR ARE MARKED AS "FUTURE", AND THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

GEORGIA REGISTERED No. 2577 LAND SURVEYOR WILLIAM C. WOHLFORD, JR.

WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

RECORDING CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 2577 LAND SURVEYOR WILLIAM C. WOHLFORD, JR.

WILLIAM C. WOHLFORD, JR., RLS
REGISTERED NUMBER: 2577

TerraMark Land Surveying, Inc.
1145 Kennestone Circle
Marietta, Georgia 30066
Phone No: (770) 421-1927
Fax No: (770) 421-1937
C. O. A.# LSF000810
TerraMark Geospatial

No	Revision	Date
#1	Provided Management Information for Old Bull Pen Road	10-20-2026
#2	Addressed Staff comments	09-10-2026

Project No. 2025-130 | Survey Crew: JH | Drawn By: NC | Approved By: WCW | Date: 09/23/2025 | Scale: 1"=300'

PATH: S:\SURVEY\2025\2025-130 BIRMINGHAM PARK\DRAWINGS\MINOR PLAT\2025-130 MINOR PLAT.DWG

MINOR PLAT
FOR
THE CITY OF MILTON
(BIRMINGHAM PARK PROPERTY AREA)
LOCATED IN
LAND LOTS 271, 272, 305, 306, 307, 342, 343, 344, 378, 379 & 380,
2ND DISTRICT, 2ND SECTION
CITY OF MILTON, FULTON COUNTY, GA

SHEET NO.
1/3

DRAWING# TM 25-130

JOB NUMBER 2025-130 PLOT SIZE 24 X 36

D: PLAT B: 485 P: 166
Filed and Recorded 09/16/2026 04:46 PM
2026-0219934 Pages: 3
CHÉ ALEXANDER
Clerk of Superior Court, Fulton County, Georgia

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

EXISTING CONDITIONS

FLOOD ZONE LEGEND

- ZONE "X" 0.2% ANNUAL CHANCE FLOOD HAZARD
- ZONE "A" 1% ANNUAL CHANCE FLOOD HAZARD
- FLOODWAY AREA WITHIN ZONE "AE"

CURVE TABLE

CURVE	BEARING	LENGTH	RADIUS	CHORD
C1	S23°38'09"E	150.20'	580.00'	149.78'
C2	S09°20'59"E	1090.81'	167.57'	167.41'
C3	N56°46'00"W	1715.68'	322.97'	322.44'
C4	N09°18'59"W	1140.81'	178.00'	177.88'
C5	N21°50'14"W	136.33'	630.00'	136.06'

LINE TABLE

CURVE	BEARING	LENGTH
L1	N 76°44'00" W	116.90'
L2	S 86°39'05" W	68.91'
L3	N 48°35'06" W	61.62'
L4	N 37°08'07" W	59.80'
L5	N 06°17'07" W	43.66'
L6	N 09°37'09" W	58.10'
L7	N 04°16'26" W	22.45'
L8	N 26°19'31" W	46.68'
L9	N 12°52'06" W	48.77'
L10	N 19°10'41" W	74.12'
L11	N 28°20'36" W	59.00'
L12	N 37°09'52" W	77.26'
L13	N 22°49'51" W	77.79'
L14	N 03°46'02" W	94.40'
L15	N 04°24'50" E	33.49'
L16	N 16°32'38" W	51.99'
L17	N 62°33'28" W	30.22'
L18	N 18°04'20" W	23.10'
L19	N 06°27'49" W	47.92'
L20	N 10°04'36" W	47.42'
L21	N 12°27'40" W	31.72'
L22	N 05°18'33" W	36.08'
L23	N 09°14'15" E	12.62'
L24	N 15°57'05" W	42.08'
L25	N 24°49'25" W	28.44'
L26	N 24°09'24" W	49.75'
L27	N 16°52'33" W	41.07'
L28	N 22°31'35" W	34.65'
L29	N 02°54'08" W	27.94'
L30	N 07°23'46" W	40.44'
L31	N 15°10'29" E	25.87'
L32	N 24°14'16" W	31.62'
L33	N 39°18'25" W	42.05'
L34	N 22°02'58" W	26.92'
L35	N 67°10'28" W	34.53'
L36	N 52°25'36" W	35.98'
L37	N 44°39'48" W	45.26'
L38	N 36°32'38" W	55.91'
L39	N 88°51'51" E	38.20'
L40	N 73°37'39" E	53.97'
L41	N 69°10'36" E	52.67'
L42	N 66°39'23" E	68.93'
L43	N 49°00'01" E	56.66'
L44	N 62°52'06" E	38.53'
L45	N 30°14'42" E	17.44'
L46	N 32°19'51" W	15.39'
L47	N 16°42'40" W	15.06'
L48	N 31°34'48" E	22.59'
L49	N 76°56'13" E	30.64'
L50	S 88°12'00" E	22.83'
L51	S 72°29'37" E	37.31'
L52	S 66°49'07" E	42.20'
L53	S 84°29'51" E	55.79'
L54	S 77°31'41" E	53.84'
L55	S 61°06'08" E	18.82'
L56	S 49°57'43" E	55.49'
L57	S 78°57'42" E	55.16'
L58	S 74°10'24" E	118.84'
L59	S 77°49'45" E	59.89'
L60	S 67°47'24" E	68.20'
L61	S 80°54'20" E	69.44'
L62	N 88°01'21" E	43.33'
L63	N 79°51'40" E	40.28'
L64	N 76°35'43" E	46.25'
L65	N 66°18'34" E	71.23'
L66	N 65°12'49" E	53.25'
L67	N 66°26'46" E	54.96'
L68	N 47°18'51" E	32.78'
L69	N 45°10'47" E	65.24'
L70	N 53°38'40" E	58.36'
L71	N 36°10'23" E	42.47'
L72	N 18°04'50" E	21.08'
L73	N 11°55'48" E	59.00'
L74	N 11°55'48" E	44.31'
L75	N 34°13'59" E	39.40'
L76	N 51°14'39" E	36.10'
L77	N 67°09'05" E	32.72'
L78	N 45°10'42" E	69.66'
L79	N 65°32'49" E	56.48'
L80	N 74°30'44" E	104.54'
L81	N 57°30'44" E	31.09'
L82	N 51°34'37" E	27.74'
L83	N 40°30'21" E	36.67'
L84	N 67°10'11" E	53.46'
L85	N 78°10'17" E	21.40'
L86	N 68°20'10" E	49.53'
L87	N 54°34'56" E	54.25'
L88	N 79°31'12" E	59.49'
L89	N 82°13'16" E	49.18'
L90	N 78°29'00" E	66.05'
L91	S 76°21'06" E	51.21'
L92	S 85°54'40" E	55.76'
L93	N 72°47'28" E	36.37'
L94	N 82°37'45" E	51.82'
L95	N 81°16'12" E	52.50'
L96	N 68°08'23" E	77.68'
L97	N 64°24'05" E	51.42'
L98	N 71°07'02" E	63.35'
L99	N 62°20'02" E	55.69'
L100	N 46°18'48" E	66.70'
L101	N 57°38'19" E	55.44'
L102	N 61°24'44" E	19.72'
L103	S 01°48'26" E	48.34'
L104	S 16°44'09" E	40.74'
L105	S 00°53'44" W	92.00'
L106	N 01°04'57" E	88.03'
L107	N 02°57'57" E	84.46'
L108	N 01°56'19" E	45.58'
L109	N 01°57'48" E	93.29'
L110	N 01°07'42" E	73.24'
L111	N 01°35'09" E	143.98'
L112	N 02°14'14" E	131.56'
L113	N 01°23'52" E	116.46'
L114	N 04°15'51" E	53.85'
L115	N 85°44'59" W	30.00'
L116	S 04°15'51" W	54.80'
L117	S 01°23'52" W	116.99'
L118	S 02°14'14" W	131.51'
L119	S 01°35'09" W	143.98'
L120	S 01°56'42" W	73.15'
L121	S 01°56'11" W	138.59'
L122	S 02°57'46" W	56.54'
L123	S 02°57'46" W	8.12'
L124	S 00°46'57" W	131.25'
L125	S 02°54'21" E	58.27'
L126	S 02°53'23" E	105.42'
L127	S 03°04'55" W	90.46'
L128	N 01°33'39" W	87.20'
L129	N 70°50'55" W	53.78'
L130	S 58°02'16" E	110.24'
L131	S 48° 13' 38" E	28.59'
L132	S 39° 09' 48" E	29.23'
L133	S 28° 54' 08" E	22.53'
L134	S 14° 43' 01" E	88.81'
L135	S 46° 28' 42" E	109.51'
L136	S 61° 06' 28" E	86.24'
L137	S 40° 06' 31" E	123.71'

AREA TABLE

TRACT 1	8,005,708 SQ.FT. OR	183.7858 AC.
TRACT 2	56,248 SQ.FT. OR	1.2913 AC.
PARCEL I	134,955 SQ.FT. OR	3.0981 AC.
PARCEL II	87,066 SQ.FT. OR	1.9988 AC.
PARCEL III	340,881 SQ.FT. OR	7.8256 AC.
PARCEL IV	391,436 SQ.FT. OR	8.9861 AC.
TOTAL AREA	9,016,294 SQ.FT. OR	206.9857 AC.

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC.	ACRE	N/F	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
BSL	BUILDING SETBACK LINE	PB.	PLAT BOOK
BW	BARBWIRE	PG.	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CLF	CHAIN LINK FENCE	POC	POINT OF COMMENCEMENT
CMF	CONCRETE MONUMENT FOUND	R	RADIUS LENGTH
CMP	CORRUGATED METAL PIPE	R/W	RIGHT OF WAY
CONC.	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PIPE	RB	REBAR
DB.	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	SDE	STORM DRAINAGE EASEMENT
FDC	FIRE DEPARTMENT CONNECTION	SQ. FT.	SQUARE FEET
FND	FOUND	SSE	SANITARY SEWER EASEMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	WPF	WOOD PRIVACY FENCE
IPF	IRON PIN FOUND		

LEGEND

- CURB AND GUTTER (C&G)
- FENCE
- HANDRAIL
- STORM DRAIN LINE
- SANITARY SEWER
- WATER LINE
- GAS LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- COMMUNICATION
- PROPERTY LINE
- HEAD WALL (HW)
- CURB INLET (CI)
- OUTLET CONTROL STRUCTURE
- SS MANHOLE (MH)
- CLEAN OUT (CO)
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- TRANSFORMER BOX (TX)
- AIR CONDITIONER (AC)
- ELECTRIC METER (EM)
- OVERHEAD UTILITY
- LIGHT POLE (LP)
- POWER POLE WITH LIGHT
- POWER POLE (PP)
- GAS METER (GM)
- GAS VALVE (GV)
- TELEPHONE PEDESTAL
- COMMUNICATION BOX
- BOLLARD (BO)
- MAIL BOX
- SIGN
- CONCRETE AREA
- OVERHANG AREA

SCALE: 1" = 200'

TerraMark Land Surveying, Inc.
1000 Powers Ferry Road
Marietta, Georgia 30068
Phone No: (770) 421-1927
C. O. A.# LSF000810

TerraMark Geospatial

No	Revision	Date
#1	Provided Abandonment Information for Old Bull Pen Road	07-23-2026
#2	Addressed Plat City Comments	08-14-2026
#3		
#4		
#5		
#6		

Project No:	20295-130
Survey Crew:	JH
Drawn By:	NC
Approved By:	WCW
Date:	09/23/2025
Scale:	1"=200'

FILE: S:\SURVEY\2020\20295-130\DWG\RECORDING\20295-130 RECORDING.DWG

MINOR PLAT
FOR
THE CITY OF MILTON
(BIRMINGHAM PARK PROPERTY AREA)
LOCATED IN
LAND LOTS 271, 272, 305, 306, 307, 342, 343, 344, 378, 379 & 380,
2ND DISTRICT, 2ND SECTION
CITY OF MILTON, FULTON COUNTY, GA

SHEET NO.
2/3

DRAWING# TM 25-130

JOB NUMBER 2025-130 PLOT SIZE 24 X 36

D: PLAT B: 485 P: 167
Filed and Recorded 09/16/2026 04:46 PM
2026-0219934 Pages: 3
CHÉ ALEXANDER
Clerk of Superior Court, Fulton County, Georgia

D: PLAT B: 485 P: 167
2026-0219934 Page 3 of 3
CHÉ ALEXANDER
Clerk of Superior Court

MINOR PLAT
FOR
THE CITY OF MILTON
(BIRMINGHAM PARK PROPERTY AREA)
LOCATED IN
LAND LOTS 271, 272, 305, 306, 307, 342, 343, 344, 378, 379 & 380,
2ND DISTRICT, 2ND SECTION
CITY OF MILTON, FULTON COUNTY, GA

FLOOD ZONE LEGEND

- ZONE "X" 0.2% ANNUAL CHANCE FLOOD HAZARD
- ZONE "A" 1% ANNUAL CHANCE FLOOD HAZARD
- FLOODWAY AREA WITHIN ZONE "AE"

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

PROPOSED CONDITIONS

CURVE TABLE

CURVE	BEARING	LENGTH	RADIUS	CHORD
C1	S23°08'09"E	150.20'	580.09'	149.78'
C2	S59°20'38"E	1060.81'	1617.07'	1617.41'
C3	N06°46'00"W	1715.68'	3223.91'	3224.44'
C4	N59°18'59"W	1140.81'	1178.06'	1177.88'
C5	N21°50'14"W	136.33'	630.00'	136.06'

LINE TABLE

CURVE	BEARING	LENGTH
L1	N 76°44'00" W	116.90'
L2	S 86°39'05" W	68.91'
L3	N 48°35'06" W	61.62'
L4	N 37°08'07" W	59.80'
L5	N 06°17'07" W	43.66'
L6	N 09°37'09" W	58.10'
L7	N 04°16'28" W	22.45'
L8	N 26°19'31" W	46.68'
L9	N 12°52'06" W	48.77'
L10	N 19°10'41" W	74.12'
L11	N 28°20'36" W	59.00'
L12	N 37°09'52" W	77.26'
L13	N 22°49'51" W	77.79'
L14	N 03°46'02" W	54.40'
L15	N 04°24'50" E	33.49'
L16	N 16°32'38" W	51.99'
L17	N 62°33'28" W	30.22'
L18	N 18°04'20" W	23.10'
L19	N 06°27'49" W	47.92'
L20	N 10°04'36" W	47.42'
L21	N 12°27'40" W	31.72'
L22	N 05°18'33" W	36.08'
L23	N 09°14'19" E	12.62'
L24	N 15°57'05" W	42.08'
L25	N 24°09'25" W	28.44'
L26	N 24°09'24" W	49.75'
L27	N 16°52'33" W	41.07'
L28	N 22°31'35" W	34.65'
L29	N 02°54'08" W	27.64'
L30	N 07°23'46" W	40.44'
L31	N 15°10'29" E	25.87'
L32	N 24°14'16" W	31.62'
L33	N 39°18'25" W	42.05'
L34	N 22°02'58" W	26.92'
L35	N 67°10'28" W	34.53'
L36	N 52°25'36" W	35.98'
L37	N 44°39'46" W	45.26'
L38	N 36°32'38" W	55.91'
L39	N 88°51'51" E	38.20'
L40	N 73°37'39" E	53.57'
L41	N 69°10'36" E	52.67'
L42	N 56°37'23" E	68.93'
L43	N 49°00'01" E	56.66'
L44	N 62°52'06" E	38.53'
L45	N 30°14'42" E	17.44'
L46	N 32°19'51" W	15.39'
L47	N 16°42'40" W	15.06'
L48	N 31°13'44" E	22.59'
L49	N 76°56'13" E	30.64'
L50	S 88°12'00" E	22.83'
L51	S 72°29'37" E	37.31'
L52	S 66°49'07" E	42.20'
L53	S 84°29'51" E	55.79'
L54	S 77°31'47" E	53.84'
L55	S 61°06'08" E	18.82'
L56	S 49°57'43" E	50.49'
L57	S 78°57'42" E	55.16'
L58	S 74°12'24" E	118.84'
L59	S 77°49'45" E	59.89'
L60	S 67°47'24" E	68.20'
L61	S 80°54'20" E	69.44'
L62	N 88°01'21" E	43.33'
L63	N 79°51'40" E	40.28'
L64	N 76°35'43" E	46.25'
L65	N 66°18'34" E	71.23'
L66	N 65°12'49" E	53.25'
L67	N 66°28'46" E	54.96'
L68	N 47°18'51" E	32.78'
L69	N 46°10'47" E	65.24'
L70	N 53°38'46" E	58.36'
L71	N 36°10'23" E	42.47'
L72	N 18°04'50" E	21.08'
L73	N 11°55'48" E	59.00'
L74	N 11°59'46" E	44.31'
L75	N 34°13'59" E	39.40'
L76	N 51°14'39" E	36.10'
L77	N 67°09'05" E	32.72'
L78	N 45°10'42" E	69.66'
L79	N 65°32'49" E	56.48'
L80	N 74°30'44" E	104.54'
L81	N 57°30'44" E	31.09'
L82	N 51°34'37" E	27.74'
L83	N 40°30'21" E	36.67'
L84	N 67°10'11" E	63.46'
L85	N 78°10'17" E	21.40'
L86	N 68°20'10" E	49.55'
L87	N 54°34'56" E	54.25'
L88	N 79°31'12" E	59.49'
L89	N 82°13'16" E	49.18'
L90	N 76°29'00" E	66.05'
L91	S 76°21'06" E	51.21'
L92	S 85°54'40" E	55.76'
L93	N 72°47'28" E	36.37'
L94	N 82°37'45" E	51.82'
L95	N 81°16'12" E	52.50'
L96	N 68°08'23" E	77.68'
L97	N 64°24'55" E	51.42'
L98	N 71°07'02" E	63.35'
L99	N 62°26'02" E	55.69'
L100	N 46°16'48" E	66.70'
L101	N 57°38'19" E	55.44'
L102	N 61°24'44" E	19.72'
L103	S 01°18'29" E	48.34'
L104	S 16°44'09" E	40.74'
L105	S 00°53'44" W	92.00'
L106	N 01°04'57" E	88.03'
L107	N 02°57'57" E	84.46'
L108	N 01°56'19" E	45.58'
L109	N 01°57'49" E	93.29'
L110	N 01°50'42" E	73.24'
L111	N 01°39'09" E	143.98'
L112	N 02°14'14" E	131.56'
L113	N 01°23'52" E	116.46'
L114	N 04°15'51" E	93.85'
L115	N 85°44'59" W	30.00'
L116	S 04°15'51" W	54.80'
L117	S 01°23'52" W	116.99'
L118	S 02°14'14" W	131.51'
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LEGEND

- CURB AND GUTTER (C&G)
- FENCE
- HANDRAIL
- STORM DRAIN LINE
- SANITARY SEWER
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- UNDERGROUND POWER LINE
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- GAS METER (GM)
- GAS VALVE (GV)
- TELEPHONE PEDESTAL
- COMMUNICATION BOX
- BOLLARD (BO)
- MAIL BOX
- SIGN
- CONCRETE AREA
- OVERHANG AREA

AREA TABLE

TRACT 1	8,005,708 SQ.FT. OR	183.7858 AC.
TRACT 2	56,248 SQ.FT. OR	1.2913 AC.
PARCEL I	134,955 SQ.FT. OR	3.0981 AC.
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TOTAL AREA	9,016,294 SQ.FT. OR	206.9857 AC.

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC.	ACRE	N/F	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
BSL	BUILDING SETBACK LINE	PB.	PLAT BOOK
BW	BARBWIRE	PG.	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CLF	CHAIN LINK FENCE	POC	POINT OF COMMENCEMENT
CMF	CONCRETE MONUMENT FOUND	R	RADIUS LENGTH
CMP	CORRUGATED METAL PIPE	R/W	RIGHT OF WAY
CONC.	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PIPE	RB	REBAR
DB.	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	SDE	STORM DRAINAGE EASEMENT
FDC	FIRE DEPARTMENT CONNECTION	SQ. FT.	SQUARE FEET
FND	FOUND	SSE	SANITARY SEWER EASEMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	WPF	WOOD PRIVACY FENCE
IPF	IRON PIN FOUND		

SCALE: 1" = 200'

No	Revision	Date
#1	Provided abandonment information for Old Bull Pen Road	07-23-2026
#2	Addressed City comments	08-14-2026

Project No: 20295-100
Survey Crew: JH
Drawn By: NC
Approved By: WCW
Date: 09/23/2025
Scale: 1"=200'

TerraMark Land Surveying, Inc.
1745 Mansell Road
Marietta, Georgia 30066

Phone No: (770) 421-1927
Fax No: (770) 421-1929
C. O. A.# LSF000810

TerraMark Geospatial

SHEET NO.
3
3

DRAWING# TM 25-130

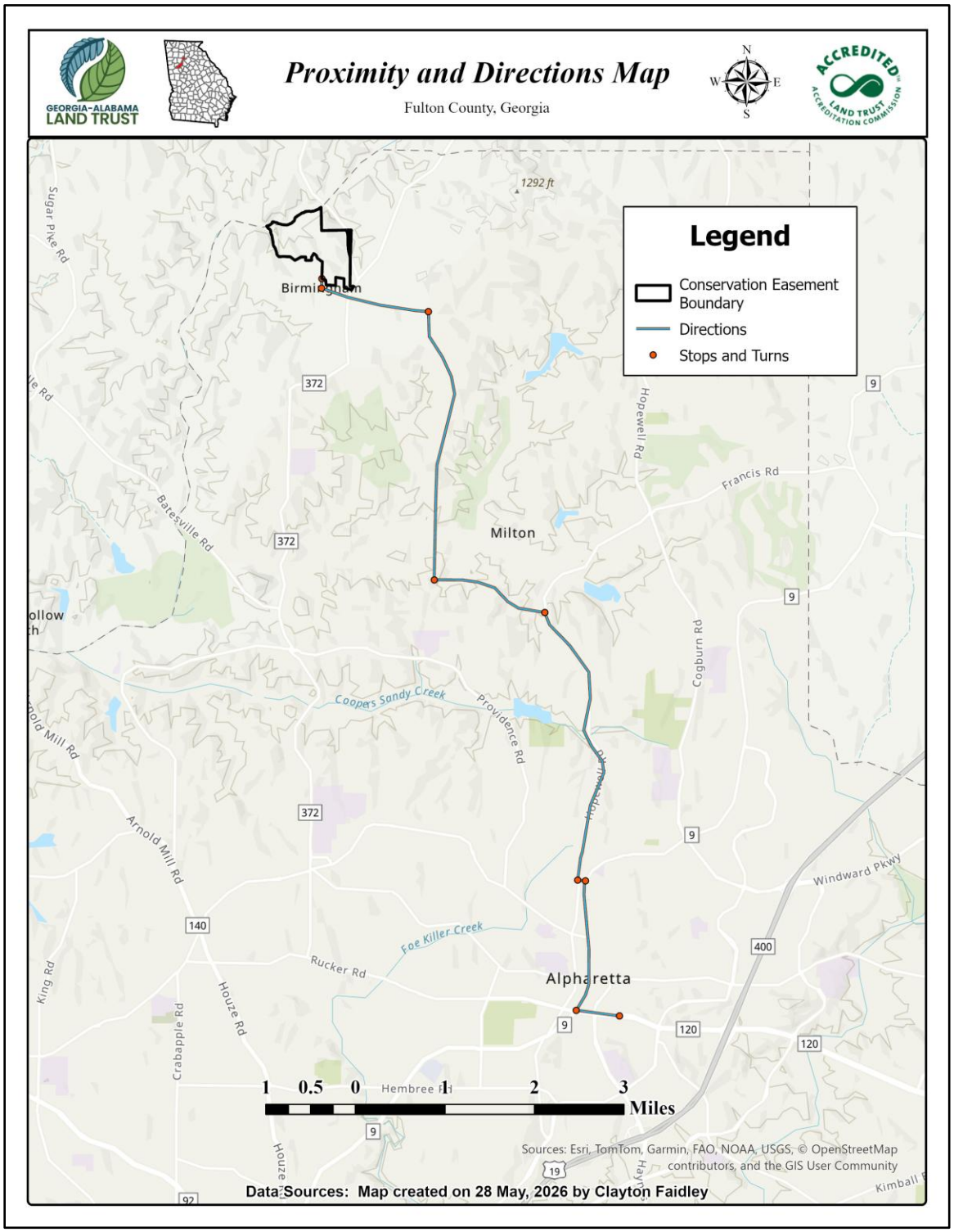
JOB NUMBER 2025-130 PLOT SIZE 24 X 36

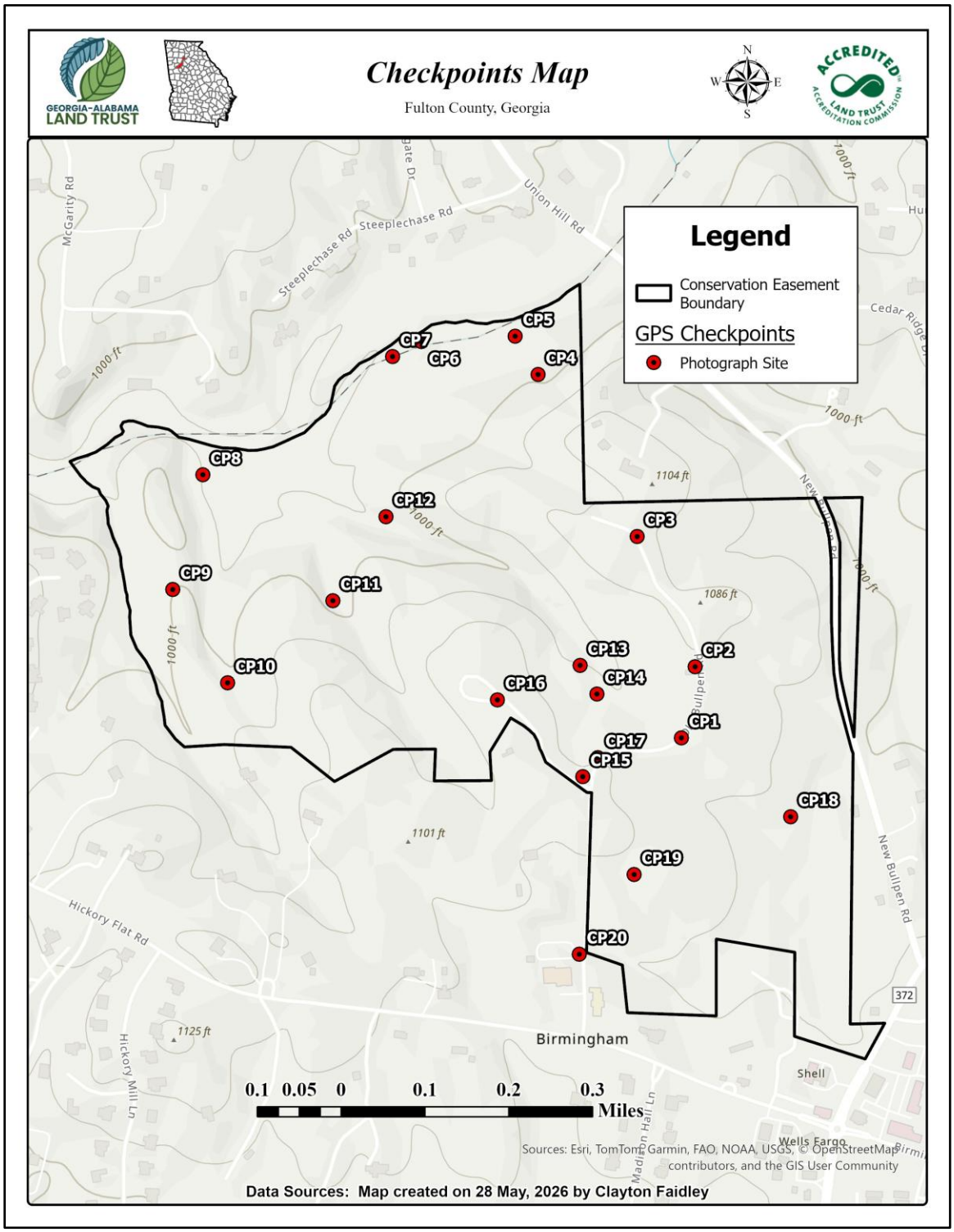
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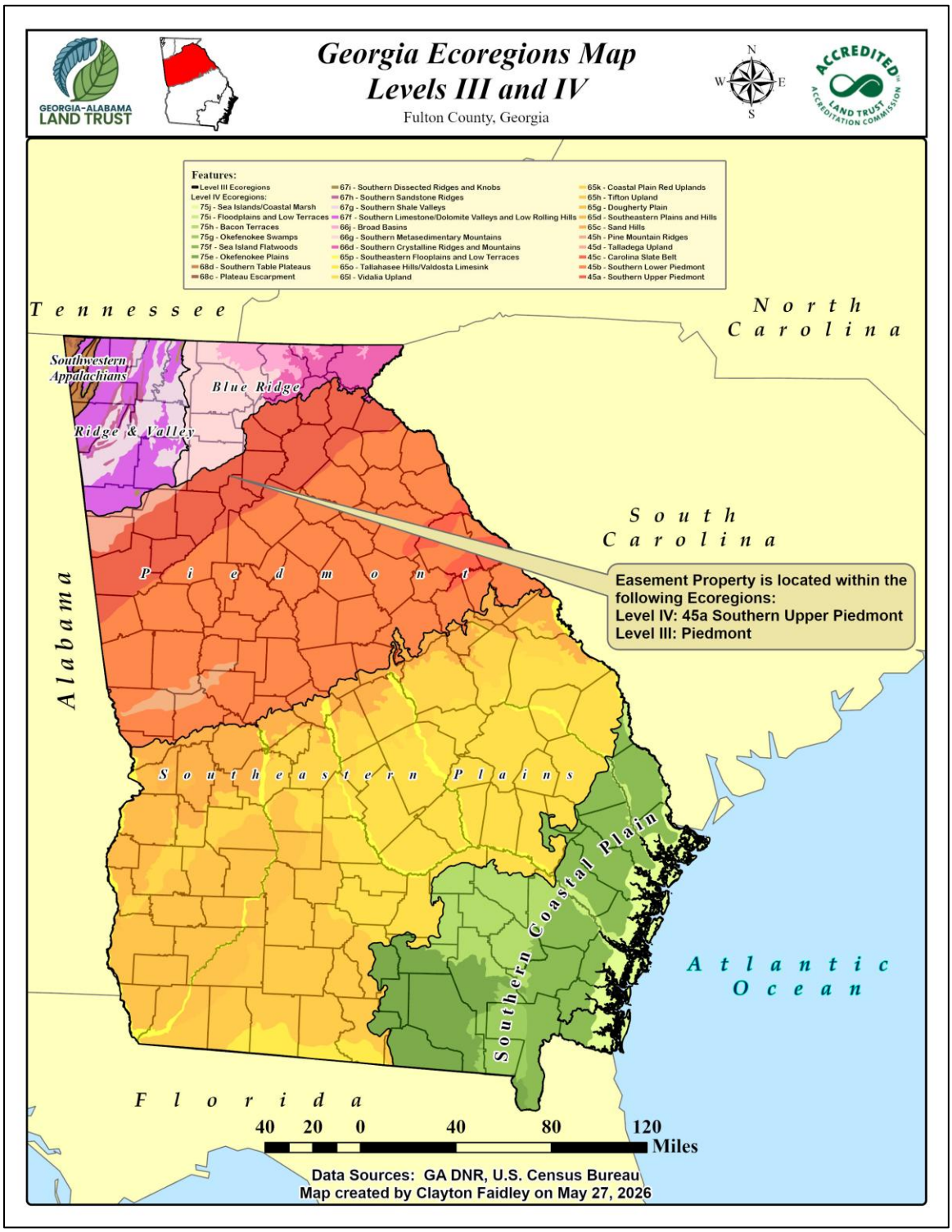
BASELINE DOCUMENTATION REPORT

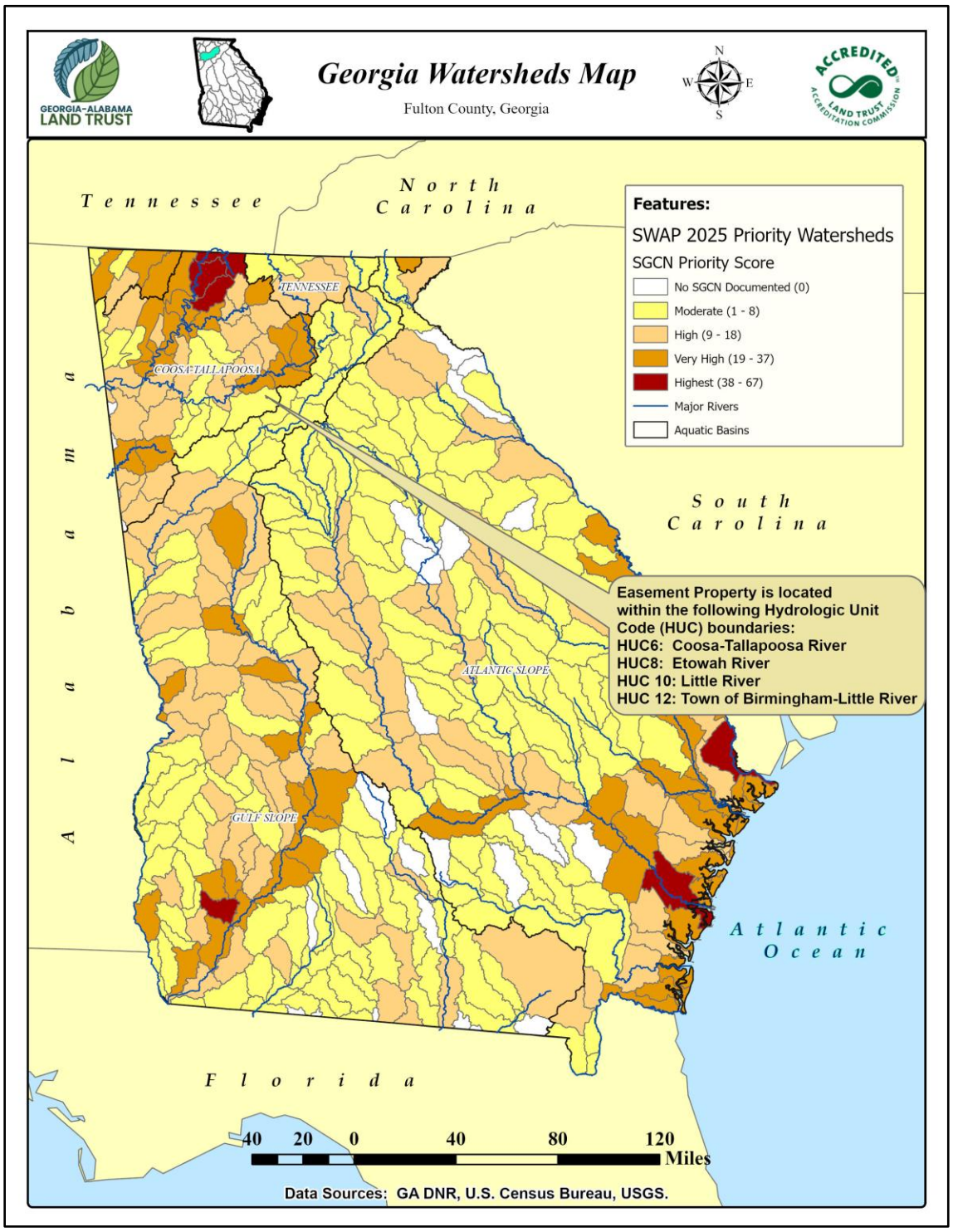
[Maps of Baseline Documentation Report referred to herein are attached below. Additionally, the complete Baseline Documentation Report, which is on file at the offices of Grantee, is hereby incorporated by this reference for all purposes.]

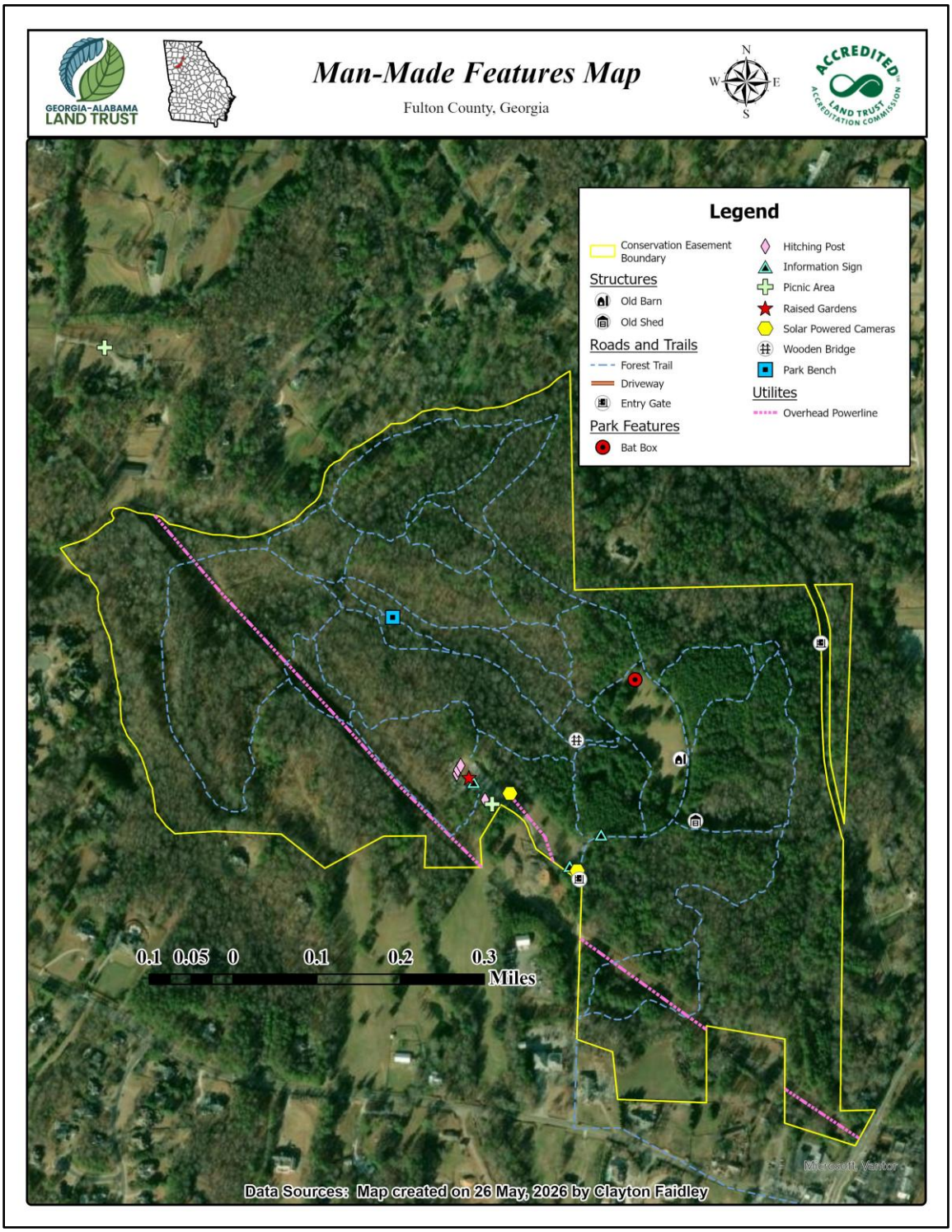
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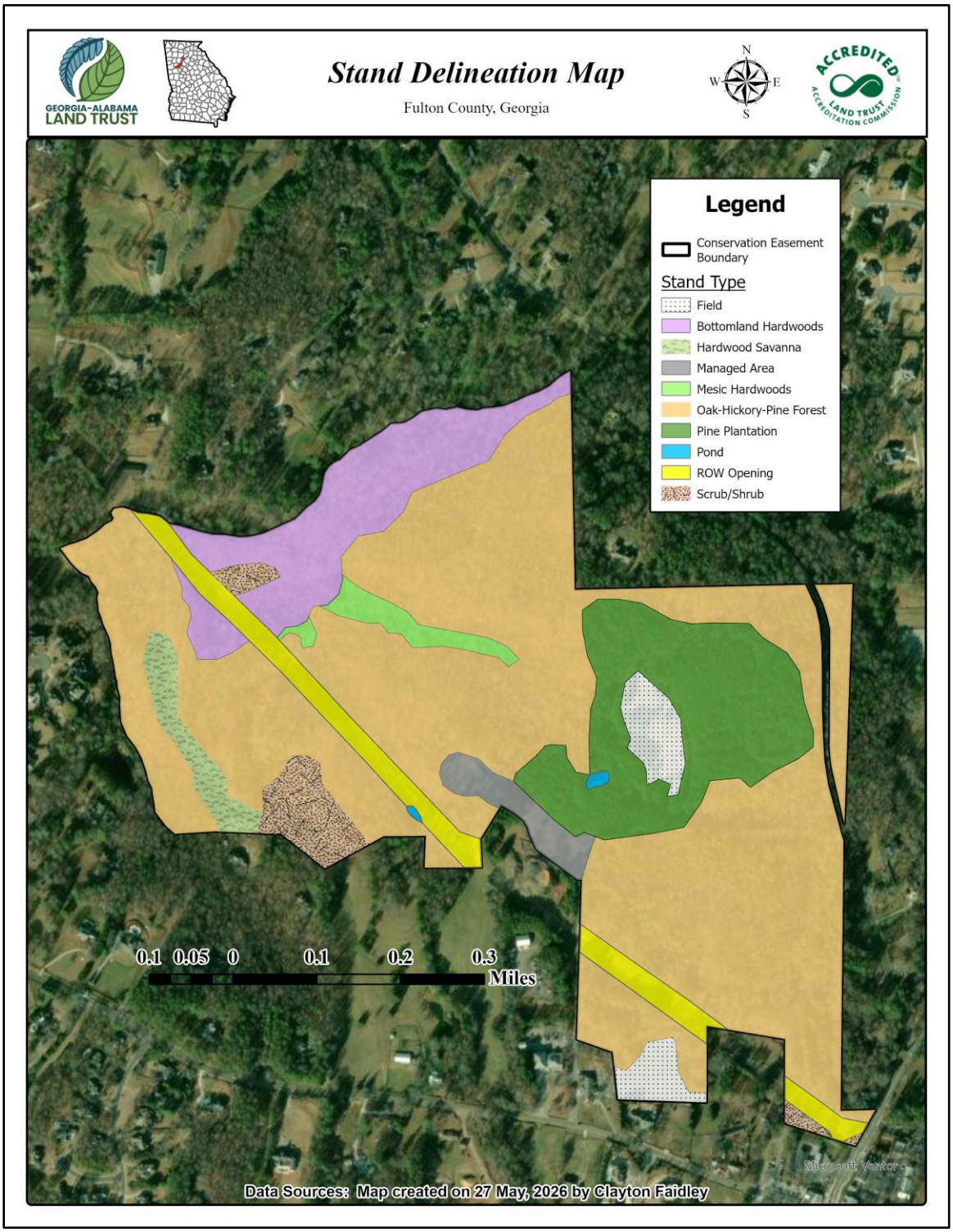

Proximity and Directions Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
Legend
Conservation Easement Boundary
Directions
Stops and Turns
1292 ft
Sugar Pike Rd
Birmingham
372
Hopewell Rd
Francis Rd
Batesville Rd
Milton
9
Cogburn Rd
Coopers Sandy Creek
Providence Rd
Arnold Mill Rd
Windward Pkwy
140
Foe Killer Creek
Rucker Rd
400
King Rd
Houze Rd
Crabapple Rd
Alpharetta
120
1 0.5 0 1 2 3
Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Data Sources: Map created on 28 May, 2026 by Clayton Faidley

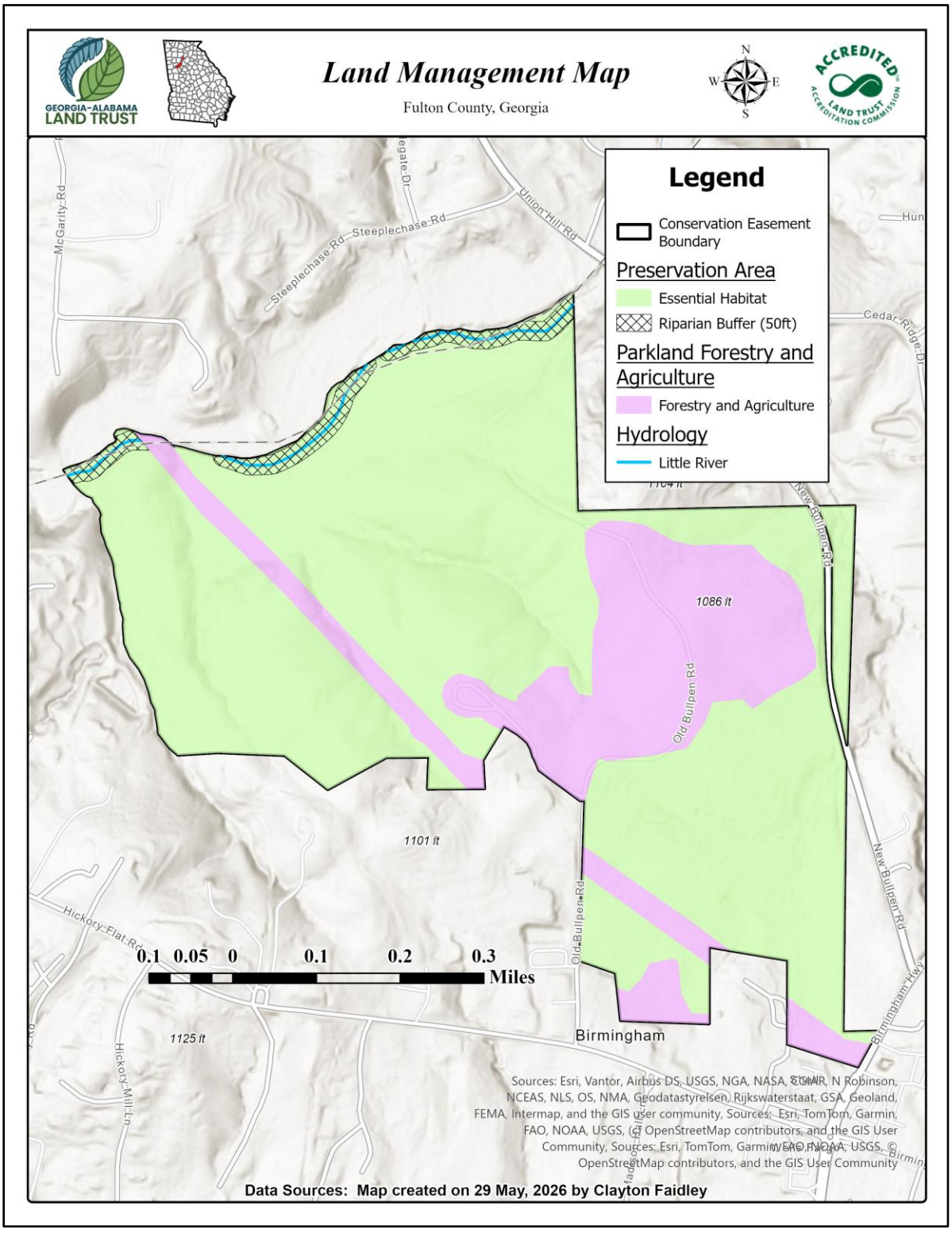

Checkpoints Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
Legend
Conservation Easement Boundary
GPS Checkpoints
Photograph Site
CP1
CP2
CP3
CP4
CP5
CP6
CP7
CP8
CP9
CP10
CP11
CP12
CP13
CP14
CP15
CP16
CP17
CP18
CP19
CP20
Steeplechase Rd
Union Hill Rd
McGarity Rd
Hickory Flat Rd
Hickory Mill Ln
New Bullpen Rd
Cedar Ridge
1000 ft
1104 ft
1086 ft
1101 ft
1125 ft
372
Birmingham
Shell
Wells Fargo
0.1 0.05 0 0.1 0.2 0.3
Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Data Sources: Map created on 28 May, 2026 by Clayton Faidley

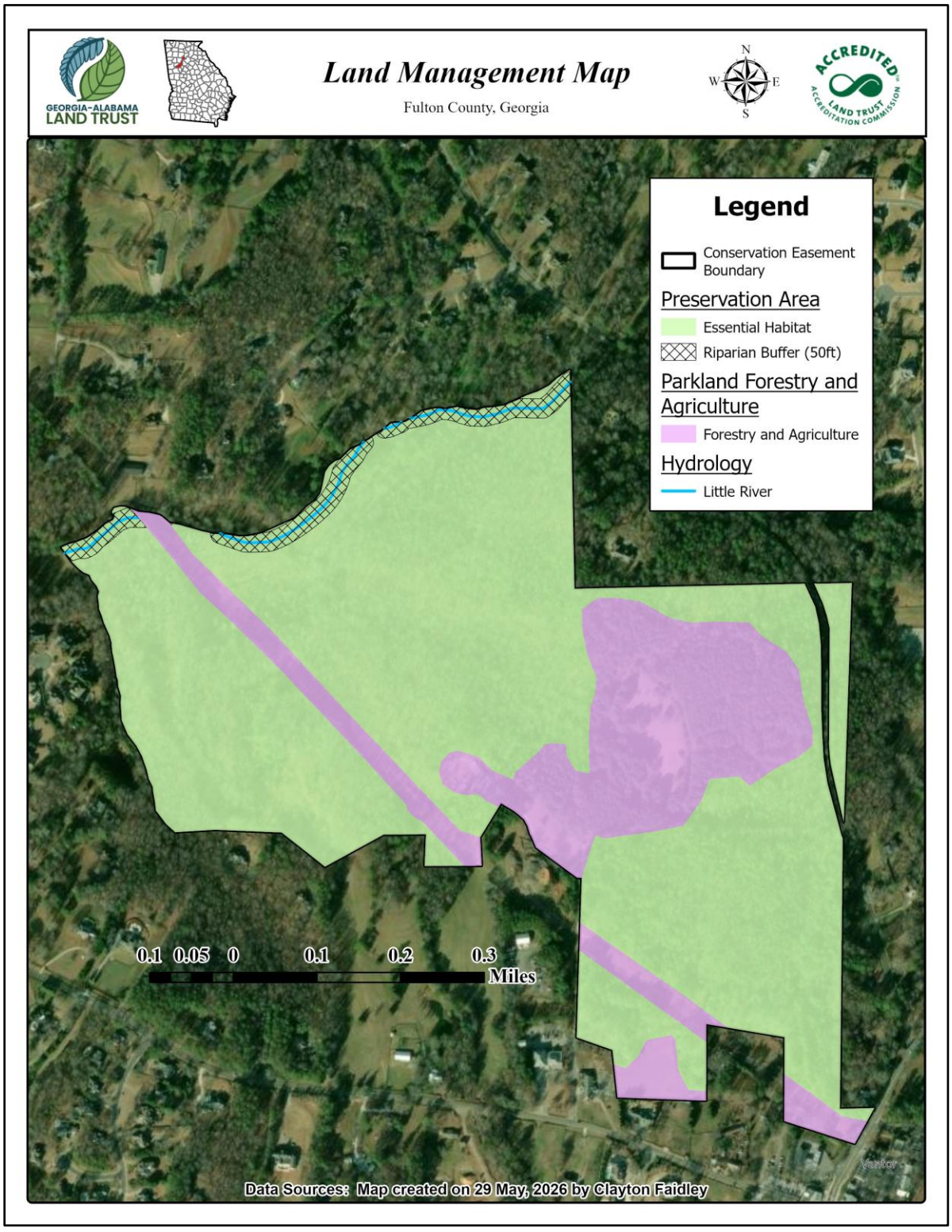

Georgia Ecoregions Map
Levels III and IV
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
Features:
Level III Ecoregions
Level IV Ecoregions:
75j - Sea Islands/Coastal Marsh
75i - Floodplains and Low Terraces
75h - Bacon Terraces
75g - Okefenokee Swamps
75f - Sea Island Flatwoods
75e - Okefenokee Plains
68d - Southern Table Plateaus
68c - Plateau Escarpment
67i - Southern Dissected Ridges and Knobs
67h - Southern Sandstone Ridges
67g - Southern Shale Valleys
67f - Southern Limestone/Dolomite Valleys and Low Rolling Hills
66j - Broad Basins
66g - Southern Metasedimentary Mountains
66d - Southern Crystalline Ridges and Mountains
65p - Southeastern Floodplains and Low Terraces
65o - Tallahasee Hills/Valdosta Limesink
65l - Vidalia Upland
65k - Coastal Plain Red Uplands
65h - Tifton Upland
65g - Dougherty Plain
65d - Southeastern Plains and Hills
65c - Sand Hills
45h - Pine Mountain Ridges
45d - Talladega Upland
45c - Carolina Slate Belt
45b - Southern Lower Piedmont
45a - Southern Upper Piedmont
Tennessee
North Carolina
South Carolina
Alabama
Florida
Atlantic Ocean
Southwestern Appalachians
Blue Ridge
Ridge & Valley
Piedmont
Southeastern Plains
Southern Coastal Plain
Easement Property is located within the following Ecoregions:
Level IV: 45a Southern Upper Piedmont
Level III: Piedmont
40 20 0 40 80 120
Miles
Data Sources: GA DNR, U.S. Census Bureau
Map created by Clayton Faidley on May 27, 2026

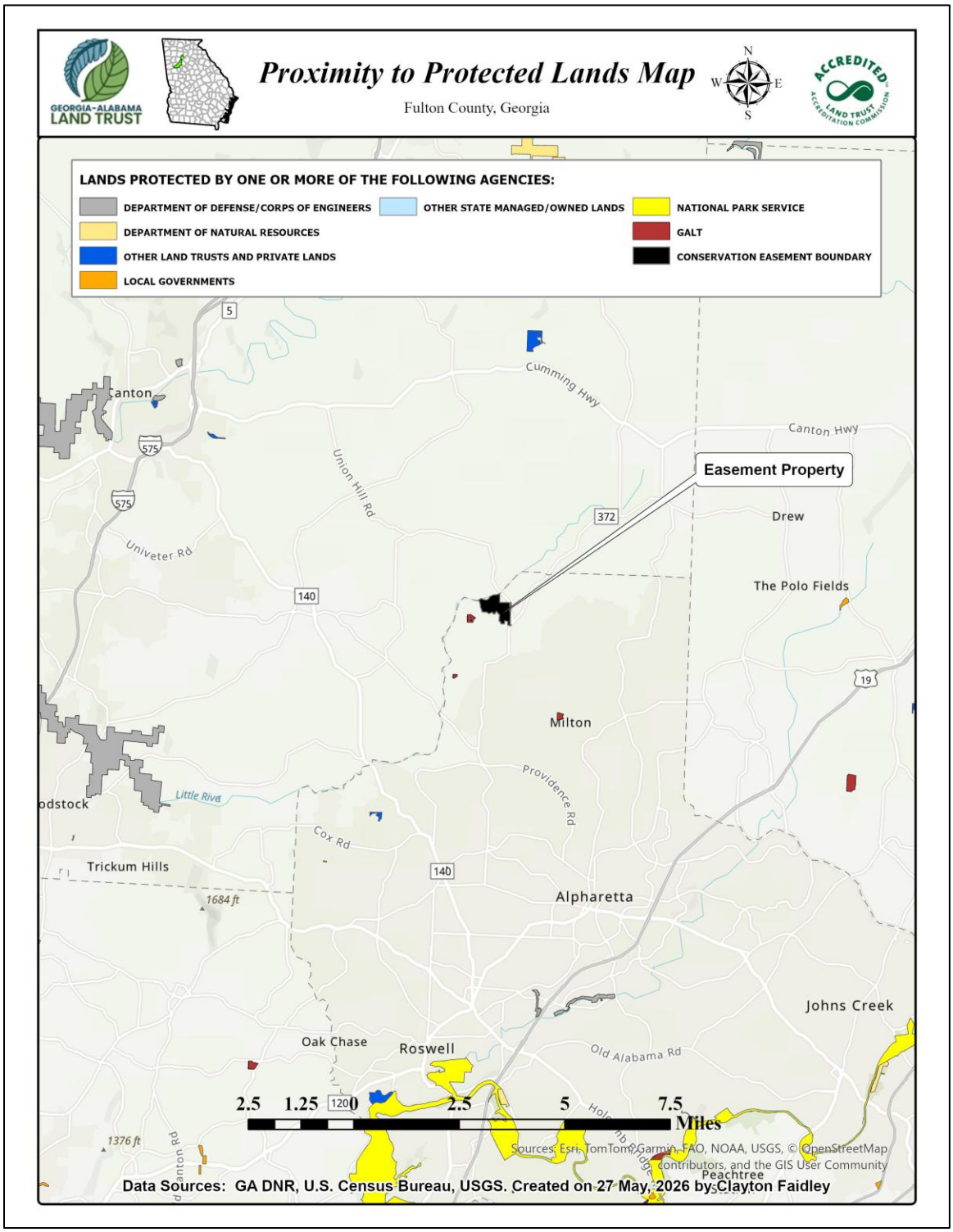

Georgia Watersheds Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
Tennessee
North Carolina
South Carolina
Alabama
Florida
Atlantic Ocean
TENNESSEE
COOSA-TALLAPOOSA
ATLANTIC SLOPE
GULF SLOPE
Features:
SWAP 2025 Priority Watersheds
SGCN Priority Score
No SGCN Documented (0)
Moderate (1 - 8)
High (9 - 18)
Very High (19 - 37)
Highest (38 - 67)
Major Rivers
Aquatic Basins
Easement Property is located within the following Hydrologic Unit Code (HUC) boundaries:
HUC6: Coosa-Tallapoosa River
HUC8: Etowah River
HUC 10: Little River
HUC 12: Town of Birmingham-Little River
40 20 0 40 80 120
Miles
Data Sources: GA DNR, U.S. Census Bureau, USGS.


GEORGIA-ALABAMA LAND TRUST
Man-Made Features Map
Fulton County, Georgia
N
W
E
S
ACCREDITED
LAND TRUST ACCREDITATION COMMISSION
Legend
Conservation Easement Boundary
Structures
Old Barn
Old Shed
Roads and Trails
Forest Trail
Driveway
Entry Gate
Park Features
Bat Box
Hitching Post
Information Sign
Picnic Area
Raised Gardens
Solar Powered Cameras
Wooden Bridge
Park Bench
Utilites
Overhead Powerline
0.1 0.05 0 0.1 0.2 0.3
Miles
Microsoft Vantor
Data Sources: Map created on 26 May, 2026 by Clayton Faidley


Stand Delineation Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
N
W
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ACCREDITED
LAND TRUST ACCREDITATION COMMISSION
Legend
Conservation Easement Boundary
Stand Type
Field
Bottomland Hardwoods
Hardwood Savanna
Managed Area
Mesic Hardwoods
Oak-Hickory-Pine Forest
Pine Plantation
Pond
ROW Opening
Scrub/Shrub
0.1 0.05 0 0.1 0.2 0.3
Miles
Data Sources: Map created on 27 May, 2026 by Clayton Faidley


Land Management Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
Legend
Conservation Easement Boundary
Preservation Area
Essential Habitat
Riparian Buffer (50ft)
Parkland Forestry and Agriculture
Forestry and Agriculture
Hydrology
Little River
McGarity Rd
Steeplechase Rd
Union Hill Rd
Cedar Ridge Dr
New Bullpen Rd
Old Bullpen Rd
Hickory Flat Rd
Hickory Mill Ln
Birmingham Hwy
1104 ft
1086 ft
1101 ft
1125 ft
0.1 0.05 0 0.1 0.2 0.3
Miles
Birmingham
Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Data Sources: Map created on 29 May, 2026 by Clayton Faidley


GEORGIA-ALABAMA LAND TRUST
Land Management Map
Fulton County, Georgia
N
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ACCREDITED
LAND TRUST ACCREDITATION COMMISSION
Legend
Conservation Easement Boundary
Preservation Area
Essential Habitat
Riparian Buffer (50ft)
Parkland Forestry and Agriculture
Forestry and Agriculture
Hydrology
Little River
0.1 0.05 0 0.1 0.2 0.3
Miles
Data Sources: Map created on 29 May, 2026 by Clayton Faidley


Proximity to Protected Lands Map
Fulton County, Georgia
GEORGIA-ALABAMA LAND TRUST
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
N
W
E
S
LANDS PROTECTED BY ONE OR MORE OF THE FOLLOWING AGENCIES:
DEPARTMENT OF DEFENSE/CORPS OF ENGINEERS
OTHER STATE MANAGED/OWNED LANDS
NATIONAL PARK SERVICE
DEPARTMENT OF NATURAL RESOURCES
GALT
OTHER LAND TRUSTS AND PRIVATE LANDS
CONSERVATION EASEMENT BOUNDARY
LOCAL GOVERNMENTS
Easement Property
Canton
Cumming Hwy
Canton Hwy
Union Hill Rd
Univeter Rd
Drew
The Polo Fields
Milton
Providence Rd
Little River
Cox Rd
Trickum Hills
1684 ft
Alpharetta
Johns Creek
Oak Chase
Roswell
Old Alabama Rd
1376 ft
Peachtree
2.5 1.25 1200 2.5 5 7.5
Miles
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Data Sources: GA DNR, U.S. Census Bureau, USGS. Created on 27 May, 2026 by Clayton Faidley