



entity, Blackhall Studios, for highly disturbed and less valuable property, both economically and ecologically, owned by Blackhall Studios. The land exchange represents an unlawful conversion of public park land to private uses and a waste of taxpayer money. The land exchange violates the conditions imposed via deed on Intrenchment Creek Park, which conditions may be enforced, by any member of the general public who utilizes the Park. The land exchange is not in accordance with laws and regulations concerning the use and disposal of County property. Among other reasons, Plaintiffs challenge the exchange of public park land as ultra vires, and thereby void.

#### **PARTIES, JURISDICTION, STANDING, AND VENUE**

2. Defendant DeKalb County, Georgia (“DeKalb County” or the “County”) is a political subdivision of the State of Georgia and pursuant to O.C.G.A. § 9-11-4, may be served by delivering a copy of the Complaint and summons in this action to *DeKalb County CEO, Michael L. Thurmond, 1300 Commerce Drive Decatur, Georgia 30030* and/or *Clerk to CEO Michael L. Thurmond and DeKalb County Board of Commissioners, DeKalb County, 1300 Commerce Drive Decatur, Georgia 30030* and/or the Chairman/Presiding Officer of the Board of Directors, currently identified as *Commissioner Steve Bradshaw, 1300 Commerce Drive Decatur, Georgia 30030*.

3. Defendant Blackhall Real Estate Phase II, LLC is a foreign limited liability company doing business in the State of Georgia, including in DeKalb County. Pursuant to records on file with the Georgia Secretary of State, its principal place of business is 1415 Constitution Road SE, Atlanta, Georgia 30316 and it lists a record address as 17

Blackland Road, NW, Atlanta, Georgia 30324. Upon information and belief, it is associated with Blackhall Studios, LLC and will be referred to collectively herein as "Blackhall" or "Blackhall Studios." Blackhall Studios conducts business and owns properties and operates film and production studios in SW DeKalb County near Intrenchment Creek Park. The land exchange that forms the basis of this lawsuit was conceived and pursued by Blackhall Studios. Blackhall Studios may be served by delivering a copy of the Complaint and Summons on its Registered Agent, identified pursuant to corporate records filed with Georgia Secretary of State as Corporation Service Company, 40 Technology Parkway, S, Suite 300, Norcross, Georgia 30092.

4. Plaintiff South River Watershed Alliance ("SRWA"), who brings this action on behalf of itself and its supporters, volunteers and members, is a Georgia non-profit corporation. SRWA's mission is to protect and restore the water quality and biodiversity of the South River watershed to the beneficial use of humans and wildlife. As part of that mission, SRWA is committed to protecting the ecological resources of the South River watershed as well as ecological restoration of the South River for the benefit of nature and people, which includes protection of Intrenchment Creek Park, including from development. Intrenchment Creek Park's tree canopy, wetlands and floodplain work together to protect the South River's largest urban tributary, Intrenchment Creek. The creek and river depend on Intrenchment Creek Park for improved water quality and protection from destructive stormwater runoff. As part of its work, SRWA has tried on numerous occasions to engage DeKalb County on matters

related to the land swap, including by requesting relevant information related to the same, most of which the County refused to provide.

5. Plaintiff SRWA has standing to bring this action in its own right and on behalf of its members. Many of SRWA's members, supporters and volunteers are citizens and taxpayers of DeKalb County. SRWA's members, supporters and volunteers are regular users of Intrenchment Creek Park. Many recreate in, reside near, as well as derive aesthetic enjoyment from the Park and the trees, vegetation, wetlands, wildlands, streams, waterways and wildlife dependent thereon. SRWA's members, supporters and volunteers have a legal right under the deed for the Park to enforce the protection and use of Intrenchment Creek Park as a public park. SRWA and its members, supporters and volunteers are adversely impacted, harmed and injured by the County's decision to swap the Park - land held by the County for use and benefit of the public - to a private entity. SRWA and its members have been denied legally protected property rights and interests as a result of the County's actions and land exchange. SRWA and its members have been denied due process rights under the Georgia and U.S. Constitutions as a result of the County's actions and land exchange.

6. Established in 2018, Plaintiff South River Forest Coalition ("SRFC" or the "Coalition") supports community collaboration for sustainable, equitable growth in SE metro Atlanta. SRFC was established by residents of SE metro Atlanta to work in partnership with municipalities, environmental, civic, neighborhood organizations and other partners on land use planning and advocacy for low-impact, sustainable, equitable growth in SW DeKalb and SE Fulton Counties. SRFC's mission is to increase

community engagement and raise awareness to protect significant greenspace in the South River watershed and to advance the South River Forest/Park vision. SRFC has organized many initiatives to research, inform and engage the public in regards to the land swap of Intrenchment Creek Park. SRFC has made numerous efforts to engage the County and other involved parties on a plethora of issues related to the land exchange, including, but not limited to, concerns over the loss of public park property, ecological and environmental loss resulting from the land exchange and concerns regarding the value of property being exchanged and the lack of enforceable commitments to ensure restoration of lost public park lands and habitat.

7. Plaintiff SRFC has standing to bring this action in its own right and on behalf of its supporters, members and volunteers. Many of SRFC's supporters, members and volunteers are regular users of Intrenchment Creek Park. Many use Intrenchment Creek Park for hiking, walking, wildlife viewing, peace of mind, and other aesthetic enjoyment. SRFC's supporters, members, and volunteers have legal right under the deed for the Park to enforce the protection and use of Intrenchment Creek Park as a public park. SRFC and its supporters, members, and volunteers are adversely impacted, harmed and injured by the County's decision to swap the Park - land held by the County for use and benefit of the public - to a private entity. SRFC and its members, supporters and volunteers have been denied legally protected property rights and interests as a result of the County's actions and land exchange. SRFC and its members, supporters and volunteers have been denied due process rights under the Georgia and U.S. Constitutions as a result of the County's actions and land exchange.

8. Plaintiff Margaret S. Brady is an individual residing in DeKalb County, Georgia and a DeKalb County taxpayer. Plaintiff Brady is a member, supporter and volunteer of SRFC and SRWA. Plaintiff Brady uses and enjoys Intrenchment Creek Park on a frequent and regular basis, including for recreational, observational, peace of mind, and aesthetic purposes, among others. Plaintiff Brady is a member of the public for whom Intrenchment Creek Park was set aside and held to benefit. Plaintiff Brady has an interest in and right to enforce deed restrictions requiring the Park to be held as public park for the benefit of the public. Plaintiff Brady represents the public's common interest and enjoyment of Intrenchment Creek Park. Plaintiff Brady is adversely impacted, harmed and injured by the County's decision to swap the Park - land held by the County for use and benefit of the public - to a private entity. Plaintiff has standing as a private person seeking to enforce the public use and benefit of Intrenchment Creek Park. See O.C.G.A. §§ 9-6-24 and 9-6-23.

9. Plaintiff Allen P. Doyle is an individual residing in DeKalb County, Georgia and a DeKalb County taxpayer. Plaintiff Doyle is a member, supporter and volunteer of SRFC and SRWA. Plaintiff Doyle uses and enjoys Intrenchment Creek Park on a frequent and regular basis, including for hiking, walking, exercise and other recreational purposes, as well as, observational, peace of mind, and aesthetic purposes, among others. Plaintiff Doyle contributes to and participates in the upkeep and maintenance of the Park. Plaintiff Doyle is a member of the public for whom Intrenchment Creek Park was set aside and held to benefit. Plaintiff Doyle has an interest in and right to enforce deed restrictions requiring the Park to be held as a public

park for the benefit of the public. Plaintiff Doyle represents the public's common interest and enjoyment of Intrenchment Creek Park. Plaintiff Doyle is adversely impacted, harmed and injured by the County's decision to swap the Park – land held by the County for use and benefit of the public – to a private entity. Plaintiff has standing as a private person seeking to enforce the public use and benefit of Intrenchment Creek Park. *See* O.C.G.A. §§ 9-6-24 and 9-6-23.

10. Plaintiff Joel Finegold is an individual residing in DeKalb County, Georgia and a DeKalb County taxpayer. Plaintiff Finegold is a member, supporter and volunteer of SRFC and SRWA. Plaintiff Finegold uses and enjoys Intrenchment Creek Park on a frequent and regular basis, including for walking, exercise and other recreational purposes, as well as, observational, peace of mind, and aesthetic purposes, among others. Plaintiff Finegold is a member of the public for whom Intrenchment Creek Park was set aside and held to benefit. Plaintiff Finegold has an interest in and right to enforce deed restrictions requiring the Park to be held as a public park for the benefit of the public. Plaintiff Finegold represents the public's common interest and enjoyment of Intrenchment Creek Park. Plaintiff Finegold is adversely impacted, harmed and injured by the County's decision to swap the Park – land held by the County for use and benefit of the public – to a private entity. Plaintiff has standing as a private person seeking to enforce the public use and benefit of Intrenchment Creek Park. *See* O.C.G.A. §§ 9-6-24 and 9-6-23.

11. Plaintiff Joseph S. Peery is an individual residing in DeKalb County, Georgia and a DeKalb County taxpayer. Plaintiff Peery is a member, supporter and volunteer of

SRFC and SRWA. Plaintiff Peery uses and enjoys Intrenchment Creek Park on a frequent and regular basis, including for hiking, mountain biking, and other recreational purposes, as well as, observational, peace of mind, and aesthetic purposes, among others. Plaintiff Peery leads tours of Intrenchment Creek Park. Plaintiff Peery is a member of the public for whom Intrenchment Creek Park was set aside and held to benefit. Plaintiff Peery has an interest in and right to enforce deed restrictions requiring the Park to be held as a public park for the benefit of the public. Plaintiff Peery represents the public's common interest and enjoyment of Intrenchment Creek Park. Plaintiff Peery is adversely impacted, harmed and injured by the County's decision to swap the Park - land held by the County for use and benefit of the public - to a private entity. Plaintiff has standing as a private person seeking to enforce the public use and benefit of Intrenchment Creek Park. *See* O.C.G.A. §§ 9-6-24 and 9-6-23.

12. Plaintiffs John and Jane Does are members of the public who use Intrenchment Creek Park and/or are taxpayers and citizens of DeKalb County for whom Intrenchment Creek Park is held in public trust for the use and benefit of the public and whose rights and interests have been invaded, violated and deprived as a result of DeKalb County's actions and the land exchange forming the basis of this actions.

13. Plaintiffs are users of Intrenchment Creek Park and members of the public for whom the public trust and Intrenchment Creek Park property deed requirements are intended to benefit. In addition, Plaintiffs are among a class for whom the dedication and use of Intrenchment Creek Park as a public park is intended to benefit.

14. Plaintiffs' injuries include the loss of protected public property rights, the loss of park land dedicated and held for the benefit and use of the public, loss of public green space, loss of access to public park land, services, resources and amenities, loss of ecological services, loss of mature trees and wildlife habitat, loss of storm water management features, disrupted access to public park land, damage to remaining park lands due to separation of connected and established natural systems and habitats, damage to the aesthetic enjoyment, piece of mind, and overall park experience. Moreover, Plaintiffs have been denied legally protected property rights and interests as a result of the County's actions and land exchange. Among other constitutionally protected rights, Plaintiffs have been denied due process rights under the Georgia and U.S. Constitutions as a result of the County's actions and land exchange.

15. This Court has jurisdiction pursuant to the Georgia Constitution of 1983, Article VI, Section IV, Paragraph I and O.C.G.A. §§ 15-6-8; 9-4-2; 9-5-1; and 9-6-20.

16. Venue is proper because the subject real property is located in DeKalb County and actions giving rise to this matter occurred and/or are occurring in DeKalb County.

## **FACTUAL BACKGROUND**

### **Intrenchment Creek Park**

17. Intrenchment Creek Park, originally established as an approximately 136-acre, more or less, public park is located in south DeKalb County, inside Atlanta's I-285, along the banks of Intrenchment Creek. Intrenchment Creek Park is bound, generally, by the centerline of Intrenchment Creek on the west, Bouldercrest Road to the east, and

Constitution Road to the south. The Park also connects with Constitution Lakes and benefits from this natural connection.

18. The Park boasts a thick tree canopy, beautiful forest trails and abundant wildlife. The tree canopy, wetlands, and floodplain work together to protect the South River's largest urban tributary, Intrenchment Creek, while providing critical storm water management for the area. In addition to the lush natural features, the Park serves as an invaluable recreational amenity.

19. Intrenchment Creek Park was established in/around 2003 with the support of the Trust for Public Land ("TPL") and the Arthur Blank Family Foundation ("Blank Foundation"), with the understanding that the property would be held as a public park permanently for the benefit and use of the public.

20. The County, in working to secure the acquisition and permanent protection of the property, remarked on its importance stating: "[t]he South River is one of the most significant natural features in DeKalb County and [the acquisition] will provide important environmental amenities to the public while preserving sensitive resources along the South River's tributaries."

21. The County further noted that the acquisition and establishment of the Park "will more successfully prevent further deterioration of the watershed and protect the floodplain, enhancing the long-term benefits to the entire area."

22. In further reference to the importance of the acquisition and establishment of the Park, the County stated that the Park "will provide premiere educational and

recreational opportunities and, at the same time, insure that development does not negatively impact water quality flowing to the South River.”

23. Moreover, the County, remarking on the importance of the acquisition and establishment of the Park, clearly expressed its intent that the Park would be permanently protected for the public use and benefit. In its April 1, 202 letter to the Bland Foundation, the County stated: “DeKalb County is pleased to be working in collaboration with TPL on acquisition and permanent protection of properties [Intrenchment Creek Park] along the South River and its tributaries.”

24. The continued public use of Intrenchment Creek Park as a public park are threatened by the County’s actions to exchange portions of the Park with Blackhall Studios, a private entity in contravention of law and requirements set forth in the deed establishing the Park.

#### **Deed Establishing Intrenchment Creek as a Public Park in Perpetuity**

25. On or about January 15, 2003, the Trust for Public Land (“TPL”) conveyed and dedicated Intrenchment Creek Park, being approximately 136 acres, more or less, to DeKalb County as a park for the benefit and use of the public.

26. The deed memorializing this conveyance was dated January 15, 2003 and recorded on January 22, 2003, at Deed Book 14082, page 22, DeKalb County, records. A true and correct copy of that deed is attached as Exhibit A (the “Park Deed”).

27. DeKalb County accepted the property - Intrenchment Creek Park - subject to a permanent, recreational use deed requirement which provides in pertinent part as follows:

This Property is conveyed subject to the covenant and use restriction that it *shall be used in perpetuity as park property* ("Park Property Restriction," as hereinbelow defined), which for purposes hereof, shall include, but shall not be limited to, the uses permitted of "greenspace" as provided by the terms of the Georgia Greenspace Act, O.C.G.A. § 36-22-1, *et seq.*,. For purposes hereof, the "Park Property Restriction" to which the Property is hereby subjected shall be an expansive term, and is defined to include, without limitation, the use of the Property solely for one or more of the following par uses, as appropriate given site conditions, the location of the Property, and other attributes considered in sound park planning practice: (1) passive recreation, such as walking, hiking, bicycling, horseback riding, picnicking, and/or "dog parks" and the like, and (2) active recreation, such as ball fields, tennis courts, basketball courts, playgrounds, swimming pools (indoor or outdoor), gymnasiums and/or similar recreational facilities (and associated auxiliary improvements) and activities for the use and benefit of the park-going public. No other uses or buildings (commercial, industrial, residential or municipal (i.e. Fire stations, police stations, libraries)), shall be permitted on the Property. **The foregoing Park Property Restriction and covenant is imposed with the consent and acquiescence of the GRANTEE, and is imposed in favor of and for the benefit of the Property so held by the GRANTEE for the use of the public, and thus is intended to be and shall be perpetual in accordance with the provisions of O.C.G.A. (§) 44-5-60(c). ... Both (i) Arthur M. Blank Foundation, in consideration of its grant awarded towards the purchase of the Property for a public park, as well as (ii) any member of the general public who utilizes the Property, shall have the right to take any action necessary at law or in equity to enforce the Park Property Restriction contained herein.**

...

AND THE SAID GRANTEE, by its acceptance of this conveyance, the consideration for which is funded in part with private foundation grant proceeds, dedicates, the Property to the Park Property Restriction in perpetuity for the benefit of the public pursuant to O.C.G.A. § 44-5-60(c). GRANTEE further covenants to provide public access to the Property, consistent with sound park planning and management practices. **The Park Property Restriction shall run with the Property in perpetuity, exclusively for the purposes identified herein, for the benefit of DeKalb County, a political subdivision of the State of Georgia, and the public.**

(emphasis supplied).

28. The Park Deed specifically grants to the Blank Family Foundation AND *any member of the general public who utilizes the Park* the legal right and authority to enforce the permanent Park Property Restriction.

29. By way of conveyance of the Park Deed, the County accepted conveyance of the land and the dedication of Intrenchment Creek Park as a public park for the use and benefit of the public.

30. Since its establishment, Intrenchment Creek Park has continued to be utilized by the public as a public park.

31. The citizens of DeKalb County and the State of Georgia have not abandoned Intrenchment Creek Park as a public park nor authorized the abandonment of the Park.

#### **Prior Unauthorized Land Exchange**

32. Apparently, in 2007, the County conveyed approximately 8.9 acres, more or less, of the Park to a private entity - TND City Crest, LLC - in exchange for 20.8 acres, more or less, of land ("2007 Land Exchange"). The deed memorializing this conveyance was dated November 27, 2007 and recorded on December 31, 2007, at Deed Book 20536, page 317, DeKalb County, records.

33. The 2007 Land Exchange Deed failed to include the Park Property Restriction required under the Park Deed.

34. The County did not hold a referendum on the 2007 Land Exchange.

35. Likewise, the County did not engage the TPL, the Blank Foundation or the public on the 2007 Land Exchange.

36. Notably, it appears that neither TPL nor the Blank Foundation learned about the 2007 Land Exchange until approached by the County in the context of the proposed land exchange offered by Blackhall Studios.

37. In response to learning of the 2007 Land Exchange and offer of the Blackhall Land Exchange, the Blank Foundation stated as follows: "... due diligence discovered that the County no longer owns nearly nine acres of [Intrenchment Creek Park]... The original nine acres remains undeveloped and to our knowledge has not excluded public access, so it appears to remain in compliance with the deed restriction. Whoever owns the land, publicly or privately, is required by the deed restriction to make the property available for park use. *Please note: This transfer took place without informing the Blank Foundation, the Trust for Public Land, or others involved in the original transaction, which reflects poorly on the County's stewardship.*" (emphasis supplied). See February 2019 Blank Foundation Letter, a true and correct copy of which is attached hereto as Exhibit B.

38. Upon information and belief, the portion of property involved in the 2007 Land Exchange is still being utilized as public park property and the public retains all rights, privileges and benefits under the original conveyance of the land to the County as a public park.

#### **Blackhall Studios Land Exchange**

39. In 2018, the County was approached and courted by Blackhall Studios, a private entity, with a proposal to swap approximately 55.6 acres of Intrenchment Creek Park in

exchange for three separate tracts of land – approximately 55.6 acres, more or less, Blackhall purchased on Bouldercrest Road.

40. The land exchange was conceived by Blackhall Studios and was not the result of a County initiated action.

41. The proposed land exchange enables Blackhall Studios to expand its film and production facilities in a contiguous manner with existing facilities, while stripping the public of valuable park land and legally protected rights, benefits and privileges to the use and enjoyment of that land.

42. The land offered by Blackhall in exchange for valuable portions of Intrenchment Creek Park has largely been disturbed and denuded of vegetation while the land being lost by the County is predominately wooded.

43. With regard to the proposed land exchange, the Blank Foundation, who along with the public has a right to enforce the Park Property Restriction, informed the County, in February 2019, that any exchange must meet the following conditions, among others:

- “Any land transaction must result in a net increase in public greenspace for DeKalb County. ...We would prefer a transaction that would result in acquisition of up to 1.5 acres of new parkland for each acre transferred by the County but require a ratio of at least 1.1 to 1.”
- “Any land transaction must result in the County receiving land that clearly is more value than land that is being transferred. ... We require at least a 10% different in valuation to the benefit of the County.”

- o DeKalb County must host community meetings to present the details of the proposed transaction and *receive feedback from residents with the goal of ensuring that the community has a complete understanding of the planned amenities, accessibility and long-term maintenance plan.* “ (emphasis supplied). A true and correct copy of the February 2019 Blank Foundation Letter is attached hereto as Exhibit B.

44. Upon information and belief, TPL also informed the County of certain conditions that must be met along the lines of those articulated by the Blank Foundation, specifically including the need for robust public engagement and involvement.

45. The County held one purported “public meeting” on the Blackhall Land Exchange in May 2019 but failed to provide meaningful information about the proposed exchange and a meaningful opportunity for public engagement and comment.

46. Instead, the land exchange has been driven in large part, if not exclusively, by Blackhall Studios with propaganda and unsecured promises about anticipated benefits of the exchange.

47. Public information regarding the land exchange, including, but not limited to, details surrounding the actual value of land lost and gained in the exchange, the ecological value lost and gained, communications with Blackhall and others related to the land exchange, and commitments or money needed to ensure necessary improvements, has largely, if not exclusively, been withheld from the public.

48. Purported public meetings have been designed not in the interest of the public good and not with the intent to engage and weigh the support of the public, but with an end-goal in mind – the exchange of land with Blackhall.

49. The nature of the Blackhall Land Exchange changed significantly since the original proposal and the May 2019 meeting.

50. The County has failed to provide meaningful information to the public on the Blackhall Land Exchange and has failed to engage in meaningful public dialogue and public participation as it relates to the Blackhall Land Exchange.

51. Nevertheless, on October 13, 2020, DeKalb County Board of Commissioners (BOC) voted to “authorize the exchange of approximately 40.00 acres of land in the County’s Intrenchment Creek Park for approximately 52.9 acres of adjacent property owned by Bouldercrest 70, LLC and Blackhall Real Estate Phase II, LLC, affiliates of Blackhall Studios (collectively “Blackhall”); and accept the donation of a number of improvements to be made by Blackhall, valued at an amount of approximately \$1,500,000.00.”

52. In rendering this decision, the BOC did not put the matter to a public referendum.

53. The decision by the BOC fails to provide any meaningful information about protections afforded the public in the land exchange, including whether the exchange will protect in perpetuity the acquired land for dedication, benefit and use as a public park and the nature of any purported “donations” and “improvements” by Blackhall and the enforceability of the same.

54. The public is not privy to any property appraisals performed by the County and/or Blackhall Studios regarding the land subject to the proposed land exchange and the basis for the same.

55. The public is not privy to any information regarding the purported \$1,500,000.00 improvements and whether there are any legally enforceable assurances, commitments, obligations or the like in place to ensure the improvements are actually made and upon what timeframe.

56. Upon information and belief, the land offered by Blackhall in the exchange is less valuable than portions of Intrenchment Creek Park that the public would lose.

57. Upon information and belief, the Blackhall Land Exchange does result in the County receiving land of equal or greater value.

58. The Blackhall Land Exchange also results in the County receiving land of significantly lesser ecological value.

#### **GENERAL ALLEGATIONS**

59. On or about January 15, 2003, TPL dedicated Intrenchment Creek Park as a park for the benefit and use of the public by conveying it to DeKalb County in accordance with the Park Deed.

60. Since its establishment, Plaintiffs along with the citizens of DeKalb County and the State of Georgia have continuously used Intrenchment Creek Park as a public park, such public use being for period of time in excess 17 years.

61. The citizens of DeKalb County and the State of Georgia, including Plaintiffs, have not abandoned Intrenchment Creek Park as a public park.

62. The citizens of DeKalb County and the State of Georgia, including Plaintiffs, have not been given the opportunity to vote on the exchange of public land.

63. Plaintiffs are interested in the continued public use and benefit of Intrenchment Creek Park.

64. Upon information and belief, Blackhall Studios intends to develop the portion of Intrenchment Creek Park it seeks for the expansion of its film and production studios.

65. DeKalb County failed to provide meaningful public engagement on the land exchange.

66. DeKalb County deprived Plaintiffs and the public of critical information needed to evaluate and consider the land exchange and ensure meaningful public participation in the process.

67. DeKalb County refused to release information and records related to the land exchange, including information regarding the valuation, appraisal and assessment of the subject properties.

68. It is presently unknown whether and how the alleged value of Intrenchment Creek Park was appraised by the County and Blackhall Studios based on its use as a public park or by some other method.

69. It is presently unknown whether and how the alleged value of the land exchange was evaluated, determined and/or appraised by DeKalb County.

70. It is presently unknown whether the property authorities and/or individuals at DeKalb County reviewed and approved the valuation of the land exchange.

71. It is presently unknown whether DeKalb County complied with all valuation and assessment, including required environmental assessments, in association with the land exchange.

72. Upon information and belief, DeKalb County is not receiving property of an equal to or greater value than the property or interest being exchanged in the Land Exchange with Blackhall Studios.

73. Likewise, upon information and belief, DeKalb County is not receiving property of equal or greater ecological value than the property being exchanged in the Land Exchange with Blackhall Studios.

74. Upon information and belief, DeKalb County does not have sufficient funds to conduct the necessary improvements arising from the Land Exchange and the “promises” made to the public in association with the Land Exchange for the benefit of the public and for establishment of public park land.

75. Upon information and belief, DeKalb County has improperly leveraged funds that are dedicated to other park purposes in support of its “promises” associated with the Land Exchange.

76. Upon information and belief, DeKalb County has not obtained necessary and legally enforceable commitments from Blackhall Studios related to the purported donations and improvements offered by Blackhall Studios in support of the Land Exchange.

77. Upon information and belief, DeKalb County has not obtained an appraisal or valuation of the purported donations and improvements offered by Blackhall Studios in support of the Land Exchange.

78. Upon information and belief, there is no legally cognizable right or interest afforded the public to protect the public and public park lands if and when Blackhall Studios fails to perform on its purported donations and improvements.

79. DeKalb County has already exhibited a pattern and practice of disregard for the rights and benefits afforded the public as it relates to Intrenchment Creek Park.

80. DeKalb County has already exhibited a pattern and practice of over-promising and underperforming on commitments to the public with regard to its management and stewardship of Intrenchment Creek Park.

81. As a result of the County's actions and the land exchange, Plaintiffs and the public have been denied legally protected property rights and interests, including as named and third-party beneficiaries of the Park Property Restriction in the Park Deed and as beneficiaries of the public trust under which Intrenchment Creek Park is held.

82. Among other constitutionally protected rights of Plaintiffs (and the public) that have been violated, Plaintiffs and the public have been denied due process rights under the Georgia and U.S. Constitutions as a result of the County's actions and land exchange.

#### **CLAIM ONE: FIRST REQUEST FOR DECLARATORY JUDGMENT**

83. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 83 above as if restated and fully set forth herein.

84. Plaintiffs are in a position of uncertainty regarding their continued public use and benefit of Intrenchment Creek Park because of actions threatened and/or taken by DeKalb County.

85. The conveyance and transfer of Intrenchment Creek Park to DeKalb County included a specific requirement, referred to in the Park Deed as the Park Property Restriction, that Intrenchment Creek Park *be used in perpetuity as park property for the benefit and use of the public*; whereby, the public was a named and third-party beneficiary and whereby DeKalb County dedicated and agreed to hold and maintain Intrenchment Creek Park for the benefit and use of the public, including Plaintiffs.

86. The conveyance and transfer of Intrenchment Creek Park to DeKalb County as a public park and the public use of Intrenchment Creek Park imposed a public trust upon Intrenchment Creek Park; whereby, DeKalb County serves as trustee of that public trust for the benefit of the citizens of DeKalb County and the State of Georgia, including Plaintiffs.

87. Pursuant to O.C.G.A. §§44-5-230 and 36-37-1, Intrenchment Creek Park's use as a public park may not be alienated or abandoned without consent of the citizens of DeKalb County and the State of Georgia, as beneficiaries of the public trust.

88. Intrenchment Creek Park has not been alienated or abandoned as a public park and has continuously been held and used as a public park for the benefit and use of the public since its establishment.

89. DeKalb County's decision to transfer and/or conveyance of portions of Intrenchment Creek Park to Blackhall Studios is ultra vires, and thereby, void.

90. Pursuant to O.C.G.A. § 9-4-1 *et seq.*, Plaintiffs request that this Court declare that (i) DeKalb County's decision to transfer portions of Intrenchment Creek Park to Blackhall Studios is ultra vires, (ii) any conveyance or transfer of portions of Intrenchment Creek Park to Blackhall Studios is ultra vires, (iii) the transfer or conveyance of portions of Intrenchment Creek Park to Blackhall Studios and land exchange, to the extent it has already occurred, is void, (iv) DeKalb County cannot alienate or abandon Intrenchment Creek Park, including any portion of Intrenchment Creek Park for the development and expansion of Blackhall Studio's film and production studios, without the approval by referendum of the citizens of DeKalb County.

91. In addition, Plaintiffs request that this Court declare that DeKalb County is obligated to hold and maintain Intrenchment Creek Park for the public's use and benefit in accordance with the Park Deed and the public trust.

#### **CLAIM TWO - SECOND REQUEST FOR DECLARATORY JUDGMENT**

92. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 92 above as if restated and fully set forth herein.

93. Plaintiffs are in a position of uncertainty regarding their continued public use and benefit of Intrenchment Creek Park because of actions threatened and/or taken by DeKalb County.

94. The conveyance and transfer of Intrenchment Creek Park to DeKalb County as a public park and the public use of Intrenchment Creek Park imposed a public trust upon

Intrenchment Creek Park; whereby, DeKalb County serves as trustee of that public trust for the benefit of the citizens of DeKalb County and the State of Georgia.

95. Even if DeKalb County is able to exchange portions of Intrenchment Creek Park, which Plaintiffs dispute can occur without a referendum authorizing the same, the Land Exchange with Blackhall fails to satisfy the requirements imposed on the County pursuant to O.C.G.A. § 36-9-3(a)(3)(D).

96. DeKalb County's land exchange with Blackhall Studios is or will be in contradiction to the requirements of O.C.G.A. § 36-9-3(a)(3)(D), including requirements which impose certain procedural and public notification and participation requirements and mandate an exchange of county property must return for the county value that is of equal to or greater than value of the property transferred to the other entity.

97. Likewise, upon information and belief, DeKalb County has not complied with other requirements and restrictions imposed on the transfer or conveyance of land, including as it relates to environmental assessments and due diligence.

98. Pursuant to O.C.G.A. § 9-4-1 *et seq.*, Plaintiffs request that this Court declare that DeKalb County's conveyance of portions of Intrenchment Creek Park to Blackhall Studios and land exchange, to the extent it has already occurred, violates the requirements of O.C.G.A. § 36-9-3(a)(3)(D).

99. Pursuant to O.C.G.A. § 9-4-1 *et seq.*, Plaintiffs request that this Court declare that DeKalb County's conveyance of portions of Intrenchment Creek Park to Blackhall Studios and land exchange, to the extent it has already occurred, violates other

requirements imposed on DeKalb County related to the transfer, conveyance and/or exchange of property.

### **CLAIM THREE - MANDAMUS**

100. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 83 above as if restated and fully set forth herein.

101. Plaintiffs bring a question of public right and seek to procure the enforcement of DeKalb County's public and fiduciary duty to faithfully maintain Intrenchment Creek Par as a park for the public's benefit and use.

102. DeKalb County has taken and/or caused and/or plans to take and/or cause wrongful acts that violated or violate its public and fiduciary duty to faithfully hold and maintain Intrenchment Creek Park as a park for the public's benefit and use including be: (i) transferring a portion of Intrenchment Creek Park to a private entity by way of the 2007 Land Exchange, (ii) acquiesced to and approved a land exchange with Blackhall Studios whereby it has transferred or seeks to transfer approximately 40 acres, more or less, of Intrenchment Creek Park to a private entity for development by Blackhall Studios as private commercial property.

103. DeKalb County's decision, acting by and through its Board of Commissioners, on October 13, 2020 to "authorize the exchange of approximately 40.00 acres of land in the County's Intrenchment Creek Park for approximately 52.9 acres of adjacent property owned by Bouldercrest 70, LLC and Blackhall Real Estate Phase II, LLC, affiliates of Blackhall Studios (collectively "Blackhall"); and accept the donation of a number of improvements to be made by Blackhall, valued at an amount of

approximately \$1,500,000.00” demonstrates its intent to breach its fiduciary duty to maintain Intrenchment Creek Park as a park for the public’s use and benefit.

104. DeKalb County by holding information “public” meetings regarding the land exchange with Blackhall Studios has demonstrated its intent to breach its fiduciary duty to maintain Intrenchment Creek Park as a park for the public’s use and benefit.

105. DeKalb County’s actions are ultra vires.

106. Pursuant to O.C.G.A. § 9-6-20 *et seq.*, Plaintiffs request the Court to order the Clerk to issue a writ of mandamus directing DeKalb County to hold and maintain Intrenchment Creek Park as a park for the public’s use and benefit.

#### **CLAIM FOUR - INJUNCTIVE RELIEF**

107. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 77 above as if restated and fully set forth herein.

108. Plaintiffs bring a question of public right and seek to enjoin DeKalb County and/or Blackhall Studios and/or any other private party from using Intrenchment Creek Park for any purpose other than a park for the benefit and use of the public.

109. DeKalb County’s decision, acting by and through its Board of Commissioners, on October 13, 2020 to “authorize the exchange of approximately 40.00 acres of land in the County’s Intrenchment Creek Park for approximately 52.9 acres of adjacent property owned by Bouldercrest 70, LLC and Blackhall Real Estate Phase II, LLC, affiliates of Blackhall Studios (collectively “Blackhall”); and accept the donation of a number of improvements to be made by Blackhall, valued at an amount of

approximately \$1,500,000.00” demonstrates its intent to breach its fiduciary duty to maintain Intrenchment Creek Park as a park for the public’s use and benefit.

110. DeKalb County by holding “public” meetings regarding the land exchange with Blackhall Studios has demonstrated its intent to breach its fiduciary duty to maintain Intrenchment Creek Park as a park for the public’s use and benefit.

111. DeKalb County’s land exchange with Blackhall Studios is or will be in violation of the public trust as well as the Park Property Restriction in the Park Deed.

112. DeKalb County’s land exchange with Blackhall Studios is or will be in contradiction to the requirements of O.C.G.A. § 36-9-3(a)(3)(D) that mandates an exchange of county property must return for the county value that is of equal to or greater than value of the property transferred to the other entity.

113. Upon information and belief, the land exchange with Blackhall Studios is not an exchange of equal or greater value and represents a substantial financial loss to DeKalb County and the public.

114. DeKalb County’s actions violate Georgia law and the public trust of Intrenchment Creek Park and, therefore, are ultra vires.

115. Pursuant to O.C.G.A. § 9-5-1 *et seq.*, Plaintiffs request the Court to issue an injunction prohibiting DeKalb County from (i) exchanging portions of Intrenchment Creek Park with Blackhall Studios and/any other private entity and (ii) allowing the development of any portions of Intrenchment Creek Park by a private entity for any other use other than a public park

WHEREFORE, Plaintiffs request that this Court:

a. Enter an order declaring that (i) DeKalb County's decision to transfer portions of Intrenchment Creek Park to Blackhall Studios is ultra vires, (ii) any conveyance or transfer of portions of Intrenchment Creek Park to Blackhall Studios is ultra vires, (iii) the transfer or conveyance of portions of Intrenchment Creek Park to Blackhall Studios and land exchange, to the extent it has already occurred, is void, (iv) DeKalb County cannot alienate or abandon Intrenchment Creek Park, including any portion of Intrenchment Creek Park for the development and expansion of Blackhall Studio's film and production studios, without the approval by referendum of the citizens of DeKalb County and/or (v) DeKalb County's conveyance of portions of Intrenchment Creek Park to Blackhall Studios via the land exchange violates requirements placed upon the County pursuant to O.C.G.A. § 36-9-3(a)(3)(D).

b. Issue a writ of mandamus directing DeKalb County to hold and maintain Intrenchment Creek Park for the public's use and benefit;

c. Issue preliminary and permanent injunctions prohibiting (i) the land exchange between DeKalb County and Blackhall Studios, (ii) DeKalb County and/or Blackhall Studios from entering into a land swap/land exchange involving any portions of Intrenchment Creek Park and/or (iii) any development or land disturbance of Intrenchment Creek Park, or any portions of it under the land exchange, for any reason and for any use other than as a public park; and

d. Enter any further order, decree, writ, injunction or relief as is appropriate under the law, equity and justice of this case.

This 12<sup>th</sup> day of February.

/s/ Kasey Sturm \_\_\_\_\_

Kimberly [Kasey] A. Sturm  
Georgia Bar No. 690615

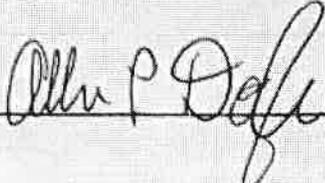
Weissman PC  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Office: 404.926.4600  
Direct: 404.926.4630

kaseys@weissman.law  
*Attorney for Plaintiffs*

**VERIFICATION**

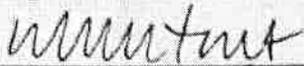
Personally appeared before the undersigned officer, duly authorized to administer oaths, Allen P. Doyle who being sworn, deposes and states that the facts contained in the foregoing COMPLAINT are true and correct to the best of her personal knowledge.

This 10 day of February, 2021,



Allen P. Doyle

SWORN to before me this 10 day of February, 2021



NOTARY PUBLIC, DeKalb County, Georgia

My Commission Expires:

07/21/2024

(AFFIX SEAL)



**VERIFICATION**

Personally appeared before the undersigned officer, duly authorized to administer oaths, Jacqueline Echols, who being sworn, deposes and states that the facts contained in the foregoing COMPLAINT are true and correct to the best of her personal knowledge.

This 10th day of February, 2021,



\_\_\_\_\_  
Jacqueline Echols, for and on behalf of SRWA

SWORN to before me this \_\_\_\_ day of February, 2021

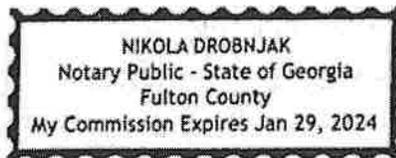


\_\_\_\_\_  
NOTARY PUBLIC, Fulton County, Georgia

My Commission Expires:

Jan 29, 2024

(AFFIX SEAL)



**VERIFICATION**

Personally appeared before the undersigned officer, duly authorized to administer oaths, Joel Finegold who being sworn, deposes and states that the facts contained in the foregoing COMPLAINT are true and correct to the best of her personal knowledge.

This 10<sup>th</sup> day of February, 2021,

Joel Finegold  
Joel Finegold

SWORN to before me this 10 day of February, 2021

M. M. M. M. M.  
NOTARY PUBLIC, DeKalb County, Georgia

My Commission Expires:

07/21/2024

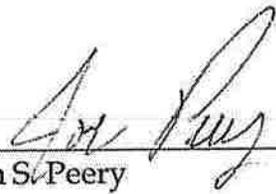
(AFFIX SEAL)



**VERIFICATION**

Personally appeared before the undersigned officer, duly authorized to administer oaths, Joseph S. Peery who being sworn, deposes and states that the facts contained in the foregoing COMPLAINT are true and correct to the best of her personal knowledge.

This 10<sup>th</sup> day of February, 2021,

  
\_\_\_\_\_  
Joseph S. Peery

SWORN to before me this 10 day of February, 2021

  
\_\_\_\_\_  
NOTARY PUBLIC, DeKalb County, Georgia

My Commission Expires:

\_\_\_\_\_  
07/24/2024

(AFFIX SEAL)



VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, Margaret S. Brady who being sworn, deposes and states that the facts contained in the foregoing COMPLAINT are true and correct to the best of her personal knowledge.

This 10 day of February, 2021,

Margaret S. Brady  
Margaret S. Brady

SWORN to before me this 10 day of February, 2021

Muntant  
NOTARY PUBLIC, DeKalb County, Georgia

My Commission Expires:

07/21/2024

(AFFIX SEAL)



**IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

SOUTH RIVER WATERSHED ALLIANCE, :  
SOUTH RIVER FOREST COALITION, :  
MARGARET S. BRADY, ALLEN P. DOYLE, :  
JOEL FINEGOLD, JOSEPH S. PEERY, and :  
JOHN AND JANE DOES, : CIVIL FILE ACTION NO.

Plaintiffs, :

v. :

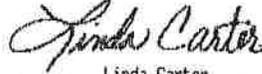
DEKALB COUNTY, GEORGIA, by and :  
through its Board of Commissioners, and :  
BLACKHALL REAL ESTATE PHASE II, LLC :

Defendants :

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**VERIFIED COMPLAINT  
Exhibit A (the "Park Deed")**

Deed Book 14082 Pg 22  
Filed and Recorded Jan-22-2003 03:06pm  
~~2003-0007807~~  
Real Estate Transfer Tax \$0.00



Linda Carter  
Clerk of Superior Court DeKalb Cty. Ga.  
I SHALL BE THE CLERK OF SUPERIOR COURT FOR DEKALB COUNTY FOR THE YEAR 2003

After recording return to:  
L. Hutch Moore, Esq.  
Miles, McGoff & Moore, LLC  
Suite 400  
4360 Chamblee Dunwoody Road  
Atlanta, GA 30341  
*File #03-15207-0119*

STATE OF GEORGIA

COUNTY OF FULTON

**LIMITED WARRANTY DEED**

THIS INDENTURE, made as of the 15<sup>th</sup> day of January, 2003, between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation d/b/a The Trust for Public Land (Inc.) having a place of business in Atlanta, Georgia (hereinafter referred to as "GRANTOR"), and **DEKALB COUNTY**, a political subdivision of the State of Georgia, having an address of The Manuel J. Maloof Center, 1300 Commerce Drive, 6th Floor, Decatur, Georgia, 30030, its successors and assigns (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

THAT GRANTOR, for and in consideration of this sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said GRANTEE, all that

tract or parcel of land lying and being in Land Lots 82 and 83 of the 15<sup>th</sup> District of DeKalb County, Georgia containing 135.98 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD, the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE forever in Fee Simple; subject to the matters (hereafter referred to as "Permitted Exceptions") set forth on Exhibit "B" attached hereto and by this reference incorporated herein

AND, FURTHERMORE, this Property is conveyed subject to the covenant and use restriction that it shall be used in perpetuity as park property ("Park Property Restriction," as hereinbelow defined), which for purposes hereof, shall include, *but shall not be limited to*, the uses permitted of "greenspace" as provided by the terms of the Georgia Greenspace Act, O.C.G.A. § 36-22-1, *et seq.* For purposes hereof, the "Park Property Restriction" to which the Property is hereby subjected shall be an expansive term, and is defined to include, without limitation, the use of the Property solely for one or more of the following park uses, as appropriate given site conditions, the location of the Property, and other attributes considered in sound park planning practice: (1) passive recreation, such as walking, hiking, bicycling, horseback riding, picnicking, and /or "dog parks" and the like, and (2) active recreation, such as ball fields, tennis courts, basketball courts, playgrounds, swimming pools (indoor or outdoor), gymnasiums and/or similar recreational facilities (and associated auxiliary improvements) and activities for the use and benefit of the park-going public. No other uses or buildings (commercial, industrial, residential or municipal (ie. Fire stations, police stations, libraries)), shall be permitted on the Property. The foregoing Park Property Restriction and covenant is

imposed with the consent and acquiescence of the GRANTEE, and is imposed in favor of and for the benefit of the Property so held by the GRANTEE for the use of the public, and thus is intended to be and shall be perpetual in accordance with the provisions of O.C.G.A. 44-5-60 (c). Notwithstanding anything to the contrary contained in the forgoing, municipal uses or buildings (ie. Fire stations, police stations, libraries), may be permitted on a portion of the Property that does not exceed 6.8 acres provided GRANTEE first obtains the consent and approval of the Arthur M. Blank Family Foundation, in consideration of its grant awarded towards the purchase of the Property for a public park, which such consent shall not be unreasonably withheld, conditioned or delayed. Both (i) the Arthur M. Blank Family Foundation, in consideration of its grant awarded towards the purchase of the Property for a public park, as well as (ii) any member of the general public who utilizes the Property, shall have the right to take any action necessary at law or in equity to enforce the Park Property Restriction contained herein.

AND THE SAID GRANTOR, subject to the Permitted Exceptions and the Park Property Restriction, will warrant and forever defend the right and title to the Property unto the said GRANTEE against the claims of all persons owning, holding or claiming by, through and under the GRANTOR.

AND THE SAID GRANTEE, by its acceptance of this conveyance, the consideration for which is funded in part with private foundation grant proceeds, dedicates the Property to the Park Property Restriction in perpetuity for the benefit of the public pursuant to O.C.G.A § 44-5-60(c). GRANTEE further covenants to provide public access to the Property, consistent with sound park planning and management practices. The Park Property Restriction shall run with the Property in perpetuity, exclusively for the purposes identified herein, for the benefit of DeKalb County, a political subdivision of the State of Georgia, and the public.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have signed and sealed this  
Limited Warranty Deed, as of the day and year first above written.

Signed, sealed and delivered this 14th  
day of January, 2003, in the presence of:

Emel J. Smith  
Witness  
Karen A. Clarke  
Notary Public

**GRANTOR:**

**THE TRUST FOR PUBLIC LAND,**  
a California public benefit corporation  
d/b/a The Trust for Public Land (Inc.)

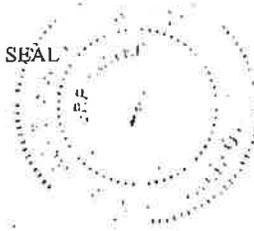
By: [Signature]  
Its: STATE DIRECTOR

Attest: [Signature]  
Its: ASSISTANT SECRETARY

My Commission Expires:  
**KAREN A. CLARKE**  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
MY COMMISSION EXP. 01/02/07  
[NOTARIAL SEAL]



CORPORATE SEAL



Signed, sealed and delivered this 21 day  
of January, 2003, in the presence of:

Carmel Williams  
Witness

[Signature]  
Notary Public:  
My Commission Expires:  
Notary Public, DeKalb County, Georgia  
My Commission Expires Aug. 18, 2006

**GRANTEE:**

**DEKALB COUNTY;**  
a political subdivision of the State of  
Georgia

By: [Signature]  
Date: 1/21/03

Attest: [Signature]

Date: Jan 21, 2003

[NOTARIAL SEAL]

**IN THE SUPERIOR COURT OF DEKALB COUNTY  
STATE OF GEORGIA**

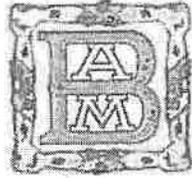
SOUTH RIVER WATERSHED ALLIANCE, :  
SOUTH RIVER FOREST COALITION, :  
MARGARET S. BRADY, ALLEN P. DOYLE, :  
JOEL FINEGOLD, JOSEPH S. PEERY, and :  
JOHN AND JANE DOES, : CIVIL FILE ACTION NO.  
:  
Plaintiffs, :

v. :  
:  
DEKALB COUNTY, GEORGIA, by and :  
through its Board of Commissioners, and :  
BLACKHALL REAL ESTATE PHASE II, LLC :  
:  
Defendants :

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**VERIFIED COMPLAINT**

**Exhibit B -  
February 12, 2019 Letter from Blank Foundation  
to Mr. Zachary Williams, COO, DeKalb County**



FEB 14 2019

Date Received

THE ARTHUR M. BLANK FAMILY FOUNDATION

February 12, 2019

Mr. Zachary Williams  
Chief Operating Officer  
DeKalb County  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, GA 30030

Dear COO Williams:

I am writing in response to your November 27, 2018, letter requesting the endorsement of The Arthur M. Blank Family Foundation for a proposed land swap that has been offered by Blackhall Studios involving land acquired by the County in 2002 with funds provided by the Blank Foundation.

Our initial due diligence in assessing the proposed swap was to review the commitments made by the County and the Blank Foundation in 2002. The attached letter documents DeKalb County's intention to build a regional athletics complex on the site, with some passive greenspace on the land near Intrenchment Creek. Our expectation is that any land transaction involving the property will result in parkland that is consistent with the original intent of the Blank Foundation's Investment, and we believe that the proposed transaction meets this criterion. We do note that while the park now hosts a multiuse trail, trailhead and model plane airfield, most of the promised investment in amenities remains unfulfilled.

Further due diligence discovered that the County no longer owns nearly nine acres of the property acquired in 2002. We subsequently learned that the acreage was swapped in 2007 for slightly more than 20 acres of nearby land to facilitate the construction of the multi-use Intrenchment Creek Trail currently running through the property. The original nine acres remains undeveloped and to our knowledge has not excluded public access, so it appears to remain in compliance with the deed restriction. Whoever owns the land, publicly or privately, is required by the deed restriction to make the property available for park use. Please note: This transfer took place without informing the Blank Foundation, The Trust for Public Land or others involved in the original transaction, which reflects poorly on the County's stewardship.

We also requested that The Trust for Public Land, an original partner in the acquisition of this land, review the proposed transaction from the perspective of providing recreational amenities to the community. The Trust for Public Land concluded that the proposed transaction would increase recreational opportunities on site, create a more cohesive public space, increase residential access to the park (see attached GIS analysis) and more clearly delineate

residential, park and industrial uses in the impacted area - with the park serving as a buffer between residential and industrial uses.

Since receiving your November 27 letter, several citizens and park users have reached out to the Foundation to express their concern about the potential ecological impact of the proposed land transaction and subsequent development. The Nature Conservancy, which has been active in this community, has requested an ecological assessment to compare the value of the two sites in regard to trees, water and habitat. We believe that there is merit in this exercise.

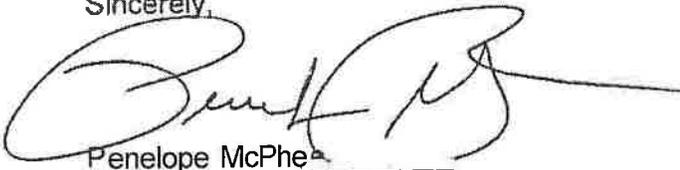
Given the above, The Arthur M. Blank Family Foundation is prepared to concur with the proposed land swap under the terms outlined in your November 27 letter, contingent upon additional commitments from the County and Blackhall Studios being accomplished before the closing of any exchange.

- Any land transaction must result in a net increase in public greenspace for DeKalb County. The original proposal called for an acre-for-acre swap. We would prefer a transaction that would result in acquisition of up to 1.5 acres of new parkland for each acre transferred by the County, but require a ratio of at least 1.1 to 1.
- Any land transaction must result in the County receiving land that clearly is of more value than land that is being transferred. Appraisals obtained by the County indicate that the transaction as originally proposed with an acre for acre swap would result in the County receiving land valued at 3% above the land that they would transfer. We require at least a 10% difference in valuation to the benefit of the County.
- DeKalb County must complete an ecological evaluation comparing the ecological features of the properties in the proposed transaction. To the extent that there is a disparity to the detriment of the County, DeKalb County should address those disparities.
- DeKalb County must retroactively apply the acreage, valuation and ecological evaluation requirements to the land transaction that took place in 2007. That transaction clearly meets the 1.1 to 1 acreage requirement, and the land acquired is subject to the same deed restrictions as the land acquired in 2002. However, the County must get appraisals for the two parcels and conduct ecological evaluations. Should that transaction not meet the valuation and ecological evaluation criteria, the County must present a plan to remedy any discrepancy - and commit resources to the execution of that plan - before the current proposed transaction may proceed.
- DeKalb County must host community meetings to present the details of the proposed land transaction and receive feedback from residents with the goal of ensuring that the community has a complete understanding of the planned amenities, accessibility and long-term maintenance plan.

- The terms of the November 27 letter require that any existing recreational amenities displaced by the proposed transaction be replaced. We further require that there be no diminishment in the value of the amenities promised by Blackhall as outlined in the November 27 letter.
- As noted earlier, The Arthur M. Blank Family Foundation invested in Intrenchment Creek Park with the expectation that it would be developed for recreational purposes. We reiterate this expectation of investment by the County. We particularly stress the need for DeKalb County to adequately invest in the ongoing maintenance and care of the park. The County significantly decreased funding for park maintenance during the recession of 2008, and that funding has not been fully restored, to the detriment of park users and DeKalb County residents. To merit park investments included in the proposed transaction, and to attract future private investments in its parks, DeKalb County must improve park maintenance. As a condition of the proposed swap, the Foundation requests that the DeKalb Department of Recreation and Parks commit to developing a park maintenance plan and submitting it to the County Commission for approval by September 2019.

The Arthur M. Blank Family Foundation and our fellow stakeholders appreciate the opportunity to work with the County to ensure that any land transaction involving Intrenchment Creek Park result in a definitive improvement in parkland and recreational opportunities in DeKalb County. While we encourage the County to continue to work for the best possible terms to the proposed transaction, we are prepared to concur by executing necessary releases at the closing once the commitments outlined above are met

Sincerely,



Penelope McPhee  
President

Cc: George Dusenbury  
Deron Davis