

STATE OF GEORGIA

COUNTY OF FULTON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (herein “Lessor”), and the **City of Roswell**, a municipal corporation organized and existing under the laws of the State of Georgia (herein “Lessee”). Lessor and Lessee may each be individually referred to as Party, or together, as Parties herein.

WITNESSETH:

WHEREAS, Article 9, Section 3, Paragraph 1(a) of the Constitution of the State of Georgia authorizes counties to contract with municipalities for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide; and

WHEREAS, O.C.G.A § 36-36-2(5) confers upon Lessee the power to contract with any other political subdivision for the provision of joint services and for the joint use of facilities and equipment; and

WHEREAS, Lessor owns certain real property consisting of approximately [80.95] +/- acres, located at 575 Riverside Rd, Roswell, GA 30075, with Tax Parcel IDs of 12-1630-0230-010-2; 12-1630-0273-014-2; 12-1603-0272-009-3; 12-1620-0271-046-8; 12-1730-0295-009-5; 12-1730-0334-005-6; 12-1830-0340-022-4; 12-1931-0380-007-2; 12-2030-0457-002-9; and 12-2120-0458-042-5 (the “Property”); and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement as of December 31, 1998 (as amended August 18, 1999, the “IGA”) pursuant to which Lessor leased to Lessee the Chattahoochee River Park and other County-owned properties, with such leased premises as further described in the IGA; and

WHEREAS, pursuant to the IGA, Lessee operates the Chattahoochee River Park and provides other services on the Property, as further described in the IGA, for the benefit of the residents of the City of Roswell and Fulton County; and

WHEREAS, the term of the IGA has lapsed; and

WHEREAS, Lessee wishes to further develop the Chattahoochee River Park located on the Property, including the construction of an event space, additional play areas, new restroom facilities, and a reconfigured parking lot, among other improvements for the benefit of residents of the City of Roswell and Fulton County (the “Project”); and

WHEREAS, the Parties wish for Lessee to continue to lease the Leased Premises (as defined below) from Lessor so that Lessee may initiate new programs and renovate the Property as needed to complete the Project and continue to operate, maintain, and provide additional services within the Leased Premises for the benefit of the City of Roswell and Fulton County; and

WHEREAS, the recitals hereto are incorporated herein as part of this Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.

Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the premises consisting of those areas of land containing approximately [80.95] +/- acres, as more particularly described in Exhibit A (such land, the "Leased Premises").

2.

Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee's maintenance, operation, upkeep, and repair of the Leased Premises, including the design, construction, maintenance, and operation of the Project, all at Lessee's sole cost, in addition to providing any and all services within the Leased Premises as further described in Section 8.2 herein, are adequate consideration for Lessor entering into this Lease for use of the Leased Premises.

3.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described in this Lease. Following execution by the Parties, this Lease shall have an initial term of twenty-five (25) years, commencing on the Effective Date and through _____, 2050 ("Initial Term"). After the Initial Term and provided Lessee is not in default as defined herein, or this Lease is not sooner terminated, pursuant to Section 11 herein, Lessee shall have one twenty-five (25) year renewal term ("Renewal Term", and together with the Initial Term, the "Term"); provided that Lessee delivers to the Fulton County Manager a written notice of renewal at least one (1) year prior to the expiration of the Initial Term.

It is understood that, at the end or upon termination of this Lease, including where all options to renew are exercised and granted, this Lease shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination. However, upon the mutual written agreement of the Parties, a new lease for Lessee's use and occupation of the Property may be executed.

4.

Use of Premises

4.1 Continuous Park Usage. Lessee shall utilize the Leased Premises solely and continuously for the purposes of daily park and recreation purposes. In the event that the Leased Premises cease to be used solely and continuously for park and recreation purposes for thirty (30)

days in any six-month period, and Lessor provides Lessee with written notice of such failure, Lessee shall promptly resume using the Leased Premises for park and recreation purposes and cease all incompatible uses.

Notwithstanding the above, any closures or cessations of use of the Leased Premises for park purposes related to the Project, including but not limited to its construction or installation, shall not trigger Lessor's right to terminate as described in this Section 4 so long as Lessee has provided thirty (30) days' prior written notice to Lessor describing the estimated schedule and areas of the closing(s), which shall not be unreasonable in length and/or size.

4.2 No Waste; Compliance with Rules and Regulations. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use, and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in advance of adoption, which shall have the same force and effect as the covenants of this Lease. Lessee shall be responsible for ensuring that its guests, visitors, patrons, agents, employees, vendors, and contractors are aware of and observe all such rules and regulations.

4.3 No Damage. Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

4.4 No Interference. Lessee's use and/or occupation of the Leased Premises shall not materially interfere with or impede any necessary Lessor work on the Leased Premises, including but not limited to maintenance or repair of Lessor's sewer system or any other Lessor-owned or operated utilities under, across, or within the Leased Premises. Lessor shall provide Lessee with at least five (5) days' notice prior to any needed access of Leased Premises for such work, except in the event of emergencies, in which case Lessor shall provide as much notice as practicable.

5.

Signage

The signage upon the Leased Premises shall reflect that the Leased Premises and other parts of the River Walk System constructed on Lessor's property are joint facilities of Fulton County and the City of Roswell. Any changes in signage affecting the foregoing provision shall be approved by Lessor prior to the installation or display of such sign(s) on the Leased Premises.

6.

Fulton County Access

All residents of Fulton County shall retain the same ability to use the existing Leased Premises and any future developments on the Leased Premises under the same terms and conditions as enjoyed by City of Roswell residents. Lessee covenants that this provision is material to the Lease and that failure to adhere to this requirement shall constitute a default under this Lease, and as further described in Section 11.1 herein.

The Leased Premises shall be made available for use by Fulton County, subject to reasonable scheduling, at no charge, except for reimbursement of direct costs incurred by Lessee, including utilities, custodial services, and security services, if necessary.

7.

Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition “as is, where is” and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Lease, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises and suffer no waste or injury thereto and keep and maintain same in good and clean condition, “normal” wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

8.

Utilities; City Services

8.1 Utilities. Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project on the Leased Premises and assume any and all operating costs associated therewith.

8.2 City Services. Lessee shall assume and be responsible for providing, at Lessee’s sole expense, all of the services it provides to areas within the municipal limits of the City of Roswell, including but not limited to, police, fire, 911, sanitation, and street maintenance services, including pothole repair.

9.

Liability; Insurance; Bonds

9.1 Liability. Lessee shall be responsible for any damages caused by Lessee to the Leased Premises, any damages to the Leased Premises caused by someone under Lessee’s control or direction, and for third party liability and claims of any kind resulting from its occupancy, construction, maintenance, or other work undertaken by Lessee on Lessee’s behalf on the Leased Premises, including but not limited to injury to persons or property on or about the Leased Premises caused by the acts or omissions of Lessee and/or Lessee’s agents, employees, officials, vendors, contracts, and the like. Lessee shall not be responsible for any damages caused by Lessor or invitees or agents on the Leased Premises or by anyone under Lessor’s control or direction. Nothing herein shall be construed as a waiver of Fulton County, as Lessor’s, or City of Roswell, as Lessee’s, sovereign immunity or any governmental immunity available to their officials, employees or agents. Should Lessee utilize the services of a private contractor or subcontractor, to perform work or services on the Leased Premises, Lessee shall insert language in the contract with the contractor or subcontractor requiring the contractor or subcontractor to hold the City of Roswell and Fulton County harmless, from all claims, actions, damages, liability, and expense, including without limitation reasonable attorneys’ fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of the contractor or subcontractor

and its employees, agents, contractors or volunteers upon the Leased Premises or the surrounding property in conducting the scope of work.

9.2 Nonliability of Lessor. Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees, or agents. Without affecting any other rights or remedies, Lessee hereby releases and relieves Lessor and waives its entire right to recover damages against Lessor, for loss of or damage to the Project arising out of or incident to the perils required to be insured against herein. The effect of such release and waiver is not limited by the amount of insurance carried or required or by any deductibles applicable thereto. If such waiver of subrogation is not already a feature of Lessee's insurance policies, Lessee agrees to cause their property damage insurance carriers to waive any right to subrogation that such companies may have against Lessor.

9.3 Insurance. Lessee agrees to obtain, or self-fund, and maintain in full force and effect without interruption during the entire Term of this Lease, all of the insurance required as specified in Exhibit B, Insurance and Risk Management Requirements, attached hereto, in addition to all insurance required by this Section 9, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance or equivalent showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Lease shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance or equivalent showing the new required coverage. Lessee shall also send Lessor a notice of annual coverage for each year no later than January 31st. All policies shall protect the Lessor and Lessee on a primary basis from any and all claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, or operation of activities on said Leased Premises. Lessee shall also be responsible for obtaining insurance for its personal property on the Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Lease, subject to the notice and cure rights contained herein, or Lessor may (without obligation) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. In such event, Lessee shall immediately reimburse Lessor for the cost of same plus interest, commencing from the date the amount is paid by Lessor.

Notwithstanding anything in this Lease to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Lease.

9.4 Builder's Risk Insurance. Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to cover the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, with a deductible not to exceed \$10,000.00. Lessor shall be included as an additional

named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

9.5 Fire and Hazard Insurance. Once construction of the Project is complete, Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than \$2,000,000.00, or the full replacement cost of the improvements, exclusive of excavations and foundations, whichever is greater. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

9.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds in the amount of one hundred percent (100%) of the Project cost. Lessee shall also require any contractors to obtain and keep in force at all times bonds sufficient to prevent liens from being created upon the Leased Premises. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Inc, Oldwich, NJ and shall be licensed to do business in the State of Georgia. Neither Lessee nor its contractors shall do anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.

No Assignment or Subletting

Lessee may not assign, transfer, or sublease this Lease without Lessor's prior written consent. In the event that Lessee wishes to enter into a sublease, the Parties agree to negotiate any necessary amendments to this Lease, including amendments to Section 2, in good faith prior to the execution of such a sublease.

11.

Termination for Cause; Termination for Convenience

11.1 Lessee Default. The following events shall be deemed to be events of default by Lessee under this Lease:

(i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;

(ii) Lessee shall abandon or vacate all or any portion of the Leased Premises for more than thirty (30) days or fails to take possession thereof;

(iii) Lessee shall fail to maintain the Leased Premises in operational condition for the enjoyment of residents of the City of Roswell and Fulton County;

(iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof; or

(v) Lessee does not provide all citizens of Fulton County with the same ability to use the existing Leased Premises and any future developments on the Leased Premises

under the same terms and conditions as enjoyed by City of Roswell residents, and does not cure such default within 30 days of receipt of written notice from Lessor of the same.

11.2 Lessor Remedies. Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: provide notice to Lessee of such event of default, at which time Lessee shall be required to promptly take all reasonable steps to remedy the situation and resolve the event of default as soon as possible, Lessor may also, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 11.

11.3 Non-Exclusivity of Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Lease following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

11.4 Lessor Default. In addition to any other remedies provided in this Lease, Lessor's failure to comply with a material term or provision of this Lease shall constitute an event of default. Such default, if not cured within thirty (30) days of receipt of written notice of same from Lessee, shall result in the termination of this Lease.

11.5 Termination for Convenience. Either Party shall have the right to terminate this Lease without cause and for its convenience by written notice to the other Party at least four (4) years prior to the effective date of such termination. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to the Leased Premises by Lessee or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor, provided that Lessor shall reimburse any outstanding bond indebtedness remaining for such improvements within the first 20 years of this Lease, in the amounts shown in Exhibit C, attached hereto and incorporated herein by reference. In the event that Lessee terminates for convenience, Lessor shall have no obligations for any responsibility for payment of any outstanding bond indebtedness associated with this Project.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Lease, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessor for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.
Quiet Enjoyment

Lessee, upon performing and observing all terms, covenants, and conditions of this Lease on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term of the Lease, as same may be renewed or extended, subject, nevertheless to the terms of this Lease.

14.
Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project and as called for under this Lease. In the event that Lessee or any third party acting on Lessee's behalf serves, distributes, or consumes alcohol on the Leased Premises, Lessee shall ensure that it, or any third party, has obtained all necessary permits and licenses. Lessee shall further provide to Lessor copies of all permits and licenses related to the consumption, distribution, and/or sale of alcohol, as well as the certificates of insurance for any vendors serving, distributing, or selling alcohol on the Leased Premises with Lessor listed as an additional insured.

15.
Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease as herein provided. For the avoidance of doubt, Lessor will have no obligations for reimbursements of outstanding bond debt in any amount in the event of such a condemnation.

16.
Leasehold Interest

This Lease shall create a ground lease between the Parties, with Lessee having the right to occupy, use, and develop the Project upon the Leased Premises subject to the terms and conditions described herein.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Lease, without any distinct written agreement by Lessor, Lessee shall be a tenant at will and shall be bound to and shall abide by all of the terms set forth in this Lease, including but not limited to the insurance

provisions set forth herein. There shall be no automatic renewal of this Lease by operation of law after its expiration or termination.

18.

Alterations and Improvements; Lessor Responsibilities

18.1 Plans. Lessee has provided the preliminary plans for the Project to Lessor, as attached hereto as Exhibit D and incorporated herein by reference. Lessee shall continue to share designs, plans, schedule, construction drawings, and the like concerning the Project (collectively, the “Plans”) with Lessor, and shall make the same available at Lessor’s request with no unreasonable delay, prior to beginning construction or implementation of the Project. Lessor shall submit any feedback or concerns regarding the Plans within thirty (30) days of receipt of the same. Lessee shall obtain Lessor’s final approval of all Plans prior to commencement of construction of the Project. Following approval of the Plans, Lessee shall make only those alterations, improvements, or additions to the Leased Premises in compliance with the approved Plans and as necessary for the completion of the Project and in compliance with any additional agreements entered into between the Parties concerning the Project or Lessee’s operation, use, and/or maintenance of the Leased Premises. Lessee shall not make any alterations, improvements, or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Real Estate and Asset Management and the Director of Public Works, which consent shall not be unreasonably withheld, conditioned, or delayed. All erections, additions, fixtures and improvements, if permanent in character, made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the expiration or earlier termination of the Lease, and shall become Lessor’s property with no further action required by either Party, except as required by Section 11.5, above. Lessee covenants that all Plans shall comply with any statute, ordinance, rule or regulation of any applicable governmental agency, department or authority, whether Federal, State or local.

Upon completion of the Project, Lessee shall provide Lessor with notice of the same, and confirm that it has paid all debts, invoices, bills, and costs associated with the Project to protect Lessor from any liens. Lessee shall also provide any as-built drawings, building or site maps, or other documentation of the completed Project reasonably requested by Lessor.

18.2 Lessor Responsibilities. Lessor shall have no responsibility or obligation for any maintenance, repair, or replacement of the Leased Premises or any improvements constructed thereon, including the Project, except as otherwise expressly set forth in this Lease.

In connection with the Project, at any time and from time to time during the Term of this Lease, Lessor shall, upon the written request of Lessee and within the reasonable time frame set forth in such written request and at no cost to Lessor, execute and deliver such instruments as may be reasonably appropriate or necessary for (a) the grant or dedication of any easement, right of way or other property right to any public entity, public utility or service corporation or for the development of the Project, so long as such grant or dedication does not impair the value of the Lessor’s fee interest in the real property underlying the Leased Premises and is necessary and directly tied to the development of the Project, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, general plan amendments, environmental impact reports, specific plans, zoning changes, conditional uses, variances, in each instance for the purpose of permitting Lessee to develop the Project on the Leased Premises, or make any approved alteration or addition to the Project.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Lease; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Lease.

20.
Future Financing

Lessee represents and warrants to Lessor that it will finance the Project through bond financing. In the event Lessee desires to obtain financing from a third-party lender, the Parties agree to negotiate in good faith an amendment to this Lease accounting for any additional terms, conditions, covenants, duties, obligations, and rights relating to such financing.

21.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta, Georgia 30303
Attention: Director

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246
Attention: Attorney for DREAM

To Lessee:

Legal Department
City of Roswell, Georgia
38 Hill St. Suite 101
Roswell, Georgia 30075_
Attention:

City of Roswell City Administrator
38 Hill Street
Roswell, Georgia 30075

22.
Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Lease, and that, if required and as necessary, any resolution, motion or similar action has been

duly adopted or passed as an official act of Lessor's and Lessee's governing body both authorizing the execution of this Lease by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph herein to act in connection with the understandings and assurances contained in this Lease and to provide information from time to time as may be required or requested by Lessor.

23.

Conditions as to Effect of Agreement

The Parties agree that this Lease shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Lease has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.

Environmental Compliance; Hazardous Substances

Lessee and Lessor warrant and agree that, during the Term of the Lease and at its expense, Lessee and/or Lessor, only to the extent Lessor's operation caused such action, shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

- (a) the environment, human health, or natural resources;
- (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Substances (as defined below);
- (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Substances or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
- (d) requiring notification or disclosure of the existence of any environmental conditions or Hazardous Substances on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law. Lessee acknowledges that it shall be responsible for any Remedial Action required by actions or omissions of Lessee while Lessee occupied the Leased Premises pursuant to the IGA, or during the period of time between the expiration of the IGA and the commencement of this Lease.

During the planning and construction of the Project, Lessee shall also be responsible for the remediation, removal, encapsulation, investigation, clean up, prevention, or mitigation of any Hazardous Substances discovered or released on the Leased Premises caused by the action of Lessee. In the event such Hazardous Substances are discovered or released on the Leased Premises by Lessee, Lessee shall propose a Remedial Action plan and timeline for Lessor's review and approval, and will confirm in writing when such Remedial Action has been completed and no further remediation is required.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any Hazardous Substances on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products

(aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.

For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, or oil and petroleum constituents, any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances, or substances which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

25.

Miscellaneous

25.1 Amendments, Modification. This Lease may only be amended with approval of the governing body of each Party, and a writing signed by each's authorized representative.

25.2 Governing Law. This Lease will be interpreted under and governed by the laws of the State of Georgia without regard to its principles of choice of law or conflicts of law.

25.3 Entire Agreement. This Lease contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Lease. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

25.4 No Waiver. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

25.5 Counterparts. This Lease may be executed in any number of counterparts each of which when so executed shall constitute in the aggregate but one and the same document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

LESSOR:

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:

Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[Signatures continue on following page]

CITY OF ROSWELL, GEORGIA,
a municipal corporation of the State of Georgia

ATTEST:

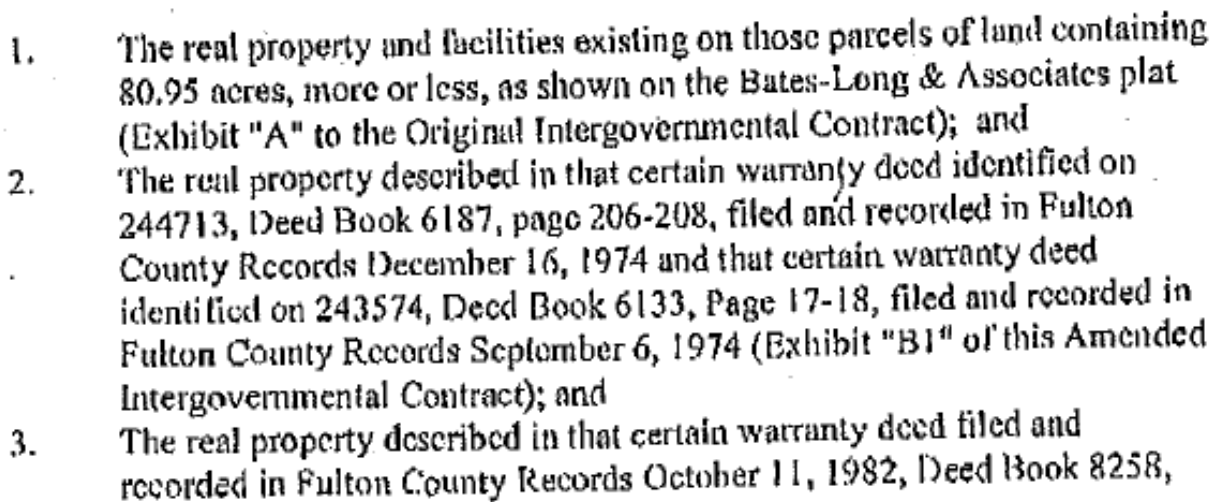
Name:
Title:

Name:
Title:

APPROVED AS TO FORM:

City Attorney

The Leased Premises



4. Page 270 (Exhibit "B2" of this Amended Intergovernmental Contract); and The real property described in that certain warranty and quitclaim deeds identified on 2431118, Deed Book 6124, page 291-292 and that Witness Affidavit identified on 241120, Book 6124, Page 293, all filed and recorded in Fulton County Records August 23, 1974 (Exhibit "B3" to this Intergovernmental Amended Contract); and
5. The real property described in that certain quitclaim deed filed and recorded December 28, 1979 in Fulton County Records Deed Book 7445, Page 249 (Exhibit "B4" to this Amended Intergovernmental Contract); and
6. All rights of Fulton County to the portion of the real property described in that certain deed from the Georgia Power Company to Fulton County, Georgia, identified on 2398813, Deed Book 5987, Page 355-361, filed and recorded in Fulton County Records February 4, 1974 as follows:

All that tract or parcel of land lying and being in the 1st, 6th, and 17th Districts of Fulton County, Georgia, and being more particularly described as follows: BEGINNING at a point on the 868-foot contour line (said contour being the line of demarcation designating a distance above mean sea level of 855.61 feet according to the United States Geodetic Survey datum) where said 868-foot contour line intersects the dividing line between Cobb and Fulton Counties; said point being in the center of Willet Creek; running thence in a Southeasterly direction along the meanderings of said 868-foot contour line in Land Lots 205, 232, 231, 272, 273, 230, 271, 295, 296, 333, 334, 341, 342, 340, 379, 380, 418, 419, 420, 421, 422, 456, 457, 458, 494, 495, 496, 497, 530, and 531, in the 1st District, 2nd Section of Fulton County, Georgia; continuing thence along said contour line in said district and section of said county in an unnumbered fractional land lot and in Land Lots 532, 533, 571, and 572 of said district and section of said county to a point in Land Lot 572 where said 868-foot contour line crosses the Chattahoochee River; continuing thence... to the centerline of said River thence in a southerly direction along the center line of said River to the point where the center line of the River intersects the center line of Willet Creek. Thence Northwesterly along the meanderings of the center line of Willet Creek to the POINT OF BEGINNING.

ALSO, a small strip of land lying and being in Land Lots 420 and 457 of the 1st District, 2nd Section, of Fulton County, Georgia, and being located on the Northerly side of the 868-foot contour line and Southerly side of Azalea Drive. Said strip extending in a Westerly direction from the Westerly right-of-way of Roswell Road (U.S. Highway No. 19 and Georgia Highway No. 9, to a point in Land Lot 420 of said district and section of said county 510 feet, more or less, as measured in a Westerly direction along said 868-foot contour line from the dividing line between Land Lot 420 and 457. EXCEPTING a certain triangular tract of land lying and being in Land Lots 340 and 341 of the 1st District, 2nd Section, of Fulton County, Georgia, heretofore deeded by that xxxxxx herein

to Fulton County by conveyance this April 24, 1967.
(Exhibit "B5" to this Amended Intergovernmental Contract); and

7. All rights of Fulton County to the portion of the real property (EXCEPT AND EXCLUDING THAT PORTION OF THE PROPERTY CONTAINING AND UTILIZED BY THE RIVERSIDE PUMP STATION) described in that certain survey made by Jack Dugger, Ga. RLS #2002 on 8-26-1997 and revised 7-23-99 to change the point of beginning, including that northwestern corner portion of the Site Plan prepared on May 25, 1999 by Jordan, Jones & Goulding (Exhibit "B6" of this Amended Intergovernmental Contract); and

with all of the foregoing hereinafter defined as the "Leased Premises".

With all exhibits referenced in the above description of the Leased Premises included on the following pages.

**AMERICAN PLAN FOR
CITY OF ROSWELL**

LAND LOTS: 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 10

Exhibit “B1” to the Amended Intergovernmental Contract:

Exhibit “B2” to the Amended Intergovernmental Contract:

Exhibit “B3” to the Amended Intergovernmental Contract:

Exhibit “B4” to the Amended Intergovernmental Contract:

Exhibit “B5” to the Amended Intergovernmental Contract:

Exhibit “B6” to the Amended Intergovernmental Contract:

[All to be inserted prior to execution]

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Exhibit B

Insurance and Risk Management Requirements

The following are the minimum insurance coverages and limits that Lessee must maintain. If Lessee maintains broader coverages and/or higher limits than the minimum shown below, Lessor requires and shall be entitled to coverage for the higher limits maintained by Lessee.

It is Lessor's practice to obtain Certificates of Insurance from our Lessees, or a self-funding letter where Lessee self-funds its coverage. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Lessor. Lessee shall submit to Lessor a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Lessor prior to the start of the Lease. Any and all insurance coverage(s) required under the terms and conditions of the Lease shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
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(In excess of above noted coverages)

Certificates of Insurance

Lessee shall provide written notice to Lessor immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Lessor.

If Lessor shall so request, Lessee will furnish Lessor for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

Exhibit C

Bond Reimbursement Amounts

THE BELOW TABLE IS PENDING CONFIRMATION BY ROSWELL'S FINANCE DEPARTMENT
AND SUBJECT TO ADJUSTMENT

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If County Terminates For Convenience Between:	Outstanding Bond Indebtedness to be Reimbursed:
1/3/2026 and 6/30/2026	\$10,858,540.39
7/1/2026 and 1/2/2027	\$10,612,166.77
1/3/2027 and 6/30/2027	\$10,388,801.15
7/1/2027 and 1/2/2028	\$10,023,512.69
1/3/2028 and 6/30/2028	\$9,800,214.57
7/1/2028 and 1/2/2029	\$9,434,656.14
1/3/2029 and 6/30/2029	\$9,211,590.49
7/1/2029 and 1/2/2030	\$8,846,047.06
1/3/2030 and 6/30/2030	\$8,623,086.40
7/1/2030 and 1/2/2031	\$8,257,842.94
1/3/2031 and 6/30/2031	\$8,034,874.78
7/1/2031 and 1/2/2032	\$7,669,316.35
1/3/2032 and 6/30/2032	\$7,446,535.67
7/1/2032 and 1/2/2033	\$7,080,992.24
1/3/2033 and 6/30/2033	\$6,858,301.56
7/1/2033 and 1/2/2034	\$6,492,803.12
1/3/2034 and 6/30/2034	\$6,270,119.93
7/1/2034 and 1/2/2035	\$5,904,411.51
1/3/2035 and 6/30/2035	\$5,681,960.81
7/1/2035 and 1/2/2036	\$5,316,417.37
1/3/2036 and 6/30/2036	\$5,094,131.65
7/1/2036 and 1/2/2037	\$4,728,828.19
1/3/2037 and 6/30/2037	\$4,506,362.49
7/1/2037 and 1/2/2038	\$4,140,789.05
1/3/2038 and 6/30/2038	\$3,918,705.81
7/1/2038 and 1/2/2039	\$3,555,697.13
1/3/2039 and 6/30/2039	\$3,333,958.85
7/1/2039 and 1/2/2040	\$2,974,129.86
1/3/2040 and 6/30/2040	\$2,752,421.58
7/1/2040 and 1/2/2041	\$2,395,772.27
1/3/2041 and 6/30/2041	\$2,173,452.06
7/1/2041 and 1/2/2042	\$1,818,797.55
1/3/2042 and 6/30/2042	\$1,596,675.32
7/1/2042 and 1/2/2043	\$1,242,068.81
1/3/2043 and 6/30/2043	\$1,019,760.59
7/1/2043 and 1/2/2044	\$665,490.80
1/3/2044 and 6/30/2044	\$443,518.55
7/1/2044 and 1/2/2045	\$443,518.55
1/3/2045 and 6/30/2045	\$221,510.30
7/1/2045 and 1/2/2046	\$221,510.30
After 1/3/2046	\$0.00

Exhibit D

Preliminary Project Plan

[To be attached once completed]

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