

1 A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN FULTON COUNTY,
2 GEORGIA (LANDLORD) AND THE BOARD OF REGENTS OF THE UNIVERSITY
3 SYSTEM OF GEORGIA (TENANT) FOR THE PURPOSE OF PROVIDING LIBRARY
4 SERVICES AT CENTRAL LIBRARY TO THE VISUALLY IMPAIRED AND
5 PHYSICALLY HANDICAPPED PATRONS; AUTHORIZING THE CHAIRMAN TO
6 EXECUTE THE LEASE AGREEMENT; AUTHORIZING THE COUNTY ATTORNEY TO
7 APPROVE THE LEASE AGREEMENT AS TO FORM AND MAKE ALL NECESSARY
8 MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

9 WHEREAS, Fulton County, Georgia , ("Fulton County") is a political subdivision of
10 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
11 of the State of Georgia; and
12

13 WHEREAS, the General Assembly of Georgia proposed an amendment to the
14 Constitution of Georgia in 1982 (Georgia Laws 1982, page 4174 as amended by Georgia
15 Laws 2004, page 4347), authorizing the General Assembly to provide for the creation of
16 a county-wide public library system in any county having a population of 550,000 or more
17 according to the 1980 Census or any future census, which amendment was ratified by-
18 the electors in the General Election of 1982; and
19

20 WHEREAS, the Fulton County Library System is composed of the Central Library
21 and the Auburn Avenue Research Library, with thirty-three (33) branch libraries within the
22 geographical limits of Fulton County Georgia; and

23 WHEREAS, the Fulton County Library System is engaged in a \$275 million capital
24 improvement program that is funded by a library bond referendum approved by Fulton
25 County voters in 2008; and

26 WHEREAS, it is the desire of Fulton County and the Board of Regents of the
27 University System of Georgia, a constitutional body of the State of Georgia, to enter into
28 a lease agreement for the purpose of formalizing lease agreement terms for 3,161 square
29 feet of office space being utilized at 1 Margaret Mitchell Square NW, Atlanta, Georgia
30 30303 (the "Central Branch Library") to provide library services for the visually-impaired
31 and physically handicapped patrons of the Fulton County Library System; and

32 WHEREAS, O.C.G.A. § 36-10-1 provides that all contracts entered into by the Board
33 of Commissioners shall be in writing and entered on it minutes.

34 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby
35 approves the Lease Agreement with the Board of Regents of the University System of
36 Georgia to formalize the rental terms of the Lease Agreement, in substantially the form
37 attached hereto as Exhibit "A."

1 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners is
2 hereby authorized to execute the Lease Agreement between Fulton County and the
3 Board of Regents of the University System of Georgia after approval as to form by the
4 County Attorney.

5 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its
6 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
7 are hereby repealed to the extent of the conflict.

8 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
9 Georgia, this 19th day of May, 2021.

FULTON COUNTY BOARD OF
COMMISSIONERS

By: 
Robert L. Pitts, Chairman

ATTEST:



Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:


Kaye W. Burwell, Interim County Attorney

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STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

THIS OFFICE SPACE LEASE AGREEMENT ("Lease Agreement") made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein "Lessor" or the "County") and Board of Regents of the University System of Georgia, a constitutional body of the State of Georgia, for and on behalf of Georgia Public Library Services ("GPLS") (herein "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and carries out continuous operations in the Atlanta-Fulton County Central Library at 1 Margaret Mitchell Square NW, Atlanta, Fulton County, Georgia 30303 (the "Library"); and

WHEREAS, Lessee, through GPLS, supports accessible library services in Georgia by promoting the use of assistive technology and by providing accessible reading materials to those who, due to a disability, are unable to read standard print (collectively, the "Services"); and

WHEREAS, the Services provide benefit to visually-impaired and physically handicapped patrons of the Library and are compatible with Lessor's operations; and

WHEREAS, Lessee seeks to lease space in the Library to provide the Services; and

WHEREAS, Lessor desires to let to Lessee lease approximately 3,161 square feet of space on the ground floor of the Library (the "Leased Premises"), as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for and in consideration of the Leased Premises, 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.

Premises

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, to be paid, kept and performed by Lessee, does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the Leased Premises. No easement for air or light is included in the Leased Premises. The Leased Premises consists of approximately 3,161 rentable square feet.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein. Following execution of the parties, the Lease Agreement shall commence on June 1, 2021 (the "Commencement Date") and run through June 30, 2021, said period being hereafter referred to as the "Initial Term". After the Initial Term and provided the Lease Agreement is not sooner terminated pursuant to Sections 10, 11, and/or 12, Lessee shall have the option to renew the Lease Agreement on a year-to-year basis for five (5) consecutive, one-year periods (each an "Extended Term," and the Extended Term, taken together with the Initial Term, shall be known as the "Lease Term"); provided, however, that notice of Lessee's desire to exercise such option shall be given to Lessor at least sixty (60) days prior to the expiration date of the Initial Term or any Extended Term. It is further provided that this option may be exercised by Lessee only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Lease Agreement on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

Notwithstanding anything to the contrary contained herein, under no circumstances shall the Lease Term extend beyond June 30, 2026, provided that the parties may mutually agree to extend the Lease Term at that time. It is understood that, at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the County or Lessee, unless extended by mutual agreement of the parties.

3.

Reserved.

4.

Rent

In consideration for the Leased Premises, Lessee shall pay to Lessor promptly on the first day of each month, in advance during the Lease Term, rent in the amount of One Thousand Eight Hundred Forty-Three and 92/100 Dollars (\$1,843.92), (hereinafter, "Rent"). In the event the Commencement Date occurs on a day other than the first day of the month, Rent for the first partial month shall be prorated and shall be due and payable upon execution and delivery of this Lease Agreement.

Rent for each Extended Term, if exercised pursuant to the terms of this Lease Agreement, is as follows:

Extension Term	Dates	Rent
1	July 1, 2021 – June 30, 2022	\$1,843.92
2	July 1, 2022 – June 30, 2023	\$1,899.23
3	July 1, 2023 – June 30, 2024	\$1,956.21
4	July 1, 2024 – June 30, 2025	\$2,014.90
5	July 1, 2025 – June 30, 2026	\$2,075.34

Lessee will be subject to a late fee of One Hundred and Zero/100 Dollars (\$100.00) if monthly Rent is received after the fifteenth (15th) of the month in which Rent is due, or, if the fifteenth (15th) falls on a weekend or holiday, by the next business day.

Rent payments must be made payable to the Fulton County Department of Finance and mailed to the following address:

Fulton County Department of Finance
141 Pryor Street, SW, Suite 7000
Atlanta, Georgia 30303

Memo: Lease of 3,161 square feet in the Atlanta Fulton County Central Library

4.

Use of Premises

Lessee shall utilize the Leased Premises solely as a sub-regional library for the visually impaired and physically handicapped and for the purpose of conducting the standard business operations of Lessee. 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 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 Agreement. Lessee may terminate this Lease Agreement if Lessor's adoption of new rules, regulations or special stipulations for the use of the Leased Premises materially impact or unreasonably interfere with Lessee's original use of the Leased Premises. Lessee shall be responsible for making certain that its guests, visitors, patrons, agents, employees and contractors observe all such rules and regulations.

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 or contractors, in any manner whatsoever, ordinary wear and tear excepted.

5.

Access to the Property

Lessee shall limit access to the Library and the Leased Premises by its management and employees and its customers, clients, vendors and other associates to the hours of operation of the management and employees of the Fulton County Library Systems and those operational hours as maybe altered in the best interest of staff and library patrons. Further, Lessee shall comply with any and all rules and regulations promulgated by Lessor relating to access to the Library and the Leased Premises after close of business in the evening and on weekends. Lessor shall have no liability nor incur any cost related to any of Lessee's visitors being denied access to the Leased Premises for any reason.

6.

Repairs By Lessee

Lessee accepts the Leased Premises in its condition "as is" and as suited for the use intended by Lessee. 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 Agreement, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Lessee agrees that,

upon the termination of this Lease Agreement, Lessee will return the Leased Premises to Lessor in as good condition as when the Lease Premises was turned over to Lessee, ordinary wear and tear and casualty only excepted.

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

7.

Repairs By Lessor; Maintenance & Utilities; Security Services

7.1 **Repairs by Lessor.** Lessor shall make all repairs to the Leased Premises including structural repairs necessary for safety and tenantability, including all glass windows, exterior doors and "building systems". Lessor shall make all "ADA" and/or "Life Safety" improvements to the Leased Premises reasonably necessary or required by applicable code(s) for occupancy of the Leased Premises, including, but not limited to providing and maintaining all fire extinguishers. Lessee shall be responsible for any ADA and/or Life Safety improvements that are required as a result of renovations by Lessee to the Leased Premises after occupancy by Lessee. Lessee shall make no alterations in, or additions to, the Leased Premises without first obtaining the written permission of the Lessor. Such alterations or additions shall be at the sole cost and expense of Lessee and shall become a part of the Leased Premises and shall be the property of Lessor provided said alterations are considered fixed or permanent.. Lessor is not responsible for the repair of Lessee furniture, fixtures, equipment, or other staff personal property in the Leased Premises, except for any renovation improvements approved and accepted by Lessor pursuant to this section.

Lessor shall keep the Library, the Leased Premises and all common areas pertaining thereto in proper repair according to the standards, including "ADA" and "Life Safety" systems of comparable buildings in the Atlanta area.

7.2 **Utilities.** Except as otherwise agreed upon by Lessor and Lessee, Lessee shall install and contract for all phone and computer infrastructure services necessary for its operations in the Leased Premises and assume any and all operating costs associated with its telecommunications. Lessor shall pay all other utilities, necessary to operate the Leased Premises, including but not limited to electricity, water, sewer, gas, fuel, garbage/sanitation.

7.3 **Cleaning Services.** Lessor shall provide all custodial/cleaning services and supplies necessary to maintain the Leased Premises. The cleaning services shall include, but not limited to, emptying of trash cans in all areas and offices at least once each business day, clean restrooms at least once each business day, vacuum all areas at least once a week, clean carpet at least once a year, and regular cleaning of common areas. Lessee shall make every good faith effort to establish and maintain good housekeeping policies and practices to keep the Leased Premises in a clean and sanitary condition during the term of the Lease Agreement.

7.4 **Pest Control Services.** Lessor shall provide pest control for the Leased Premises as necessary to the control the infestation of ants, roaches, other insects and rodents. Lessor shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Leased Premises for at least roaches and other insects. Lessor shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Leased Premises at least once each year.

7.5 Security Services. Lessee may provide, at Lessee's sole expense, any additional security staff and any security system required or considered necessary by Lessee for the physical security of the Leased Premises beyond that which is provided for the Library by Lessor.

8.

Non-liability of Lessor

Except as a result of Lessor's sole negligence or intentional misconduct, 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 plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking, sink hole, or running of any cistern, tank, water closet or waste pipe, in, above, or about the Leased Premises, nor for damage occasioned by water, snow or ice, 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 the County's (as Lessor) or the State of Georgia's (as Lessee) sovereign immunity or the waiver of any immunity of Lessor's or Lessee's officials, employees or agents.

9.

No Assignment or Subletting

No assignment, transfer or sublease of this Lease Agreement by Lessee is authorized under this Lease Agreement without the prior written consent of Lessor. If Lessee shall assign this Lease Agreement, or sublet, or otherwise dispose of whole or any part of the Leased Premises without the prior written consent of Lessor, this Lease Agreement shall thereupon terminate.

10.

Default

10.1 The following events shall be deemed to be events of default by Lessee under this Lease Agreement: (i) Lessee shall fail to pay any installment of Rent, additional rent or any other charge or assessment against Lessee pursuant to the terms hereof when due which failure continues for thirty (30) business days after written notice thereof from Lessor to Lessee; (ii) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee or of any guarantor of this Lease Agreement; (iii) Lessee shall abandon or vacate all or any portion of the Leased Premises or fail to take possession thereof as provided in this Lease Agreement; or (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.

10.2 Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue and one or more of the following remedies without any notice of demand whatsoever: (i) terminate this Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises to Lessor and, if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession or arrearage in rent, 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; (ii) make demand for the amount of all Rent and other charges accrued through the date of termination.

10.3 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 Rent, additional rent of 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 Agreement 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.

10.4 In case Lessor shall default on the performance of any covenant or agreement herein contained, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. Notwithstanding anything in this Agreement to the contrary, Landlord shall have no obligation to repair damages caused by Tenant's negligence or willful misconduct of Tenant's employees, agents, or contractors. All reasonable costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within fifteen (15) days after demand Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises with prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

11.

Termination Without Cause

Notwithstanding the provisions of Section 10 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, Lessor may terminate this Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of one hundred eighty (180) days written notice to Lessee. Lessee may terminate this Lease Agreement with or without cause at any time, upon the giving of ninety (90) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made to the Leased Premises by Lessee shall remain as a part of the Leased Premises and become the property of Lessor.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises or the Library at any termination of this Lease Agreement, 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 Lessee for loss

thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.

Insurance and Liability

13.1 Third Party Liability: The Lessee shall be responsible to the extent and coverage of the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, from the time of the signing this agreement or from the effective date, whichever shall be later, for third party liability of any kind resulting from its occupancy or any construction work undertaken by Lessee or on Lessee's behalf. Lessee shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Lessor shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Lessee or Lessee's officers, employees, or persons covered by the Tort Claims Act.

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

13.2 Fire and Hazard Insurance: The Lessor shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Lessee 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.

14.

Quiet Enjoyment

Lessee, upon paying the rents herein reserved and performing and observing all other term 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, subject, nevertheless to the terms of this lease and to conduct its operating only during normal Library business hours and variances in holiday closures and emergency closings.

15.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of any work that may be called for under this Lease Agreement.

16.

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 Agreement shall cease from the time when possession thereof is taken by public authority, and Rent shall be accounted for as between Lessor and Lessee as of that date. 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 Agreement as herein provided.

17.

Leasehold Interest

This Lease Agreement shall create the relationship of landlord and tenant between Lessor and Lessee and no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale.

18.

Holding Over

If Lessee remains in possession after expiration of the Lease Term, with Lessor's acquiescence and without any distinct written agreement of the parties, 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 Agreement, including but not limited to the insurance provisions set forth herein; there shall be no automatic renewal of this Lease Agreement by operation of law.

19.

Surrender of Possession Upon Termination

At the termination of this Lease Agreement, Lessee shall surrender the Leased Premises to Lessor in the same condition as at commencement of the Lease Term, normal wear and tear and casualty only accepted. Upon termination of this Lease Agreement, all rights of Lessee and of all persons whomsoever claiming by, through or under this Lease Agreement shall cease and terminate. The Leased Premises and all improvements located thereon, shall henceforward constitute and belong to and be the absolute property of Lessor or Lessor's successors and assigns, without further act or conveyance, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

20.

No Alterations or Improvements

Lessee will make no alterations in or additions to the Leased Premises without first obtaining the prior written consent of the Fulton County Director of the Department of Real Estate and Asset Management, 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 termination of the Lease Term, by lapse of time or otherwise, without compensation to Lessee.

21.

Solicitation of Agreement

Lessee represents that it has not employed nor retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement.

22.

Notices

Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and addressed as follows:

Lessor:

Director, Department Real Estate and
Asset Management
141 Pryor Street, SW, Suite 6000
Atlanta, GA 30303

Lessee:

Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, GA 30334
Attn: Vice Chancellor for Real Estate & Facilities

with copies to:

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303

Georgia Public Library Service
2872 Woodcock Boulevard, Suite 250
Atlanta, GA 30341

Fulton County Land Division
141 Pryor Street SW, Suite 8021
Atlanta, GA 30303

23.

Entire Agreement

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

24.

Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 22 herein to act in connection with the understandings and assurances contained in this Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

25.

Conditions as to Effect of Agreement

The parties agree that this Lease Agreement shall not become binding on the County, and the County shall incur no liability upon the same, until such Lease Agreement 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.

26.

Hazardous Substances

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials,

hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") 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 general office purposes.

For purposes of this Lease Agreement, "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 ("EPD") or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or 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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

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:

Kaye Burwell, Interim County Attorney

LESSEE:

**BOARD OF REGENTS OF THE UNIVERSITY
SYSTEM OF GEORGIA**

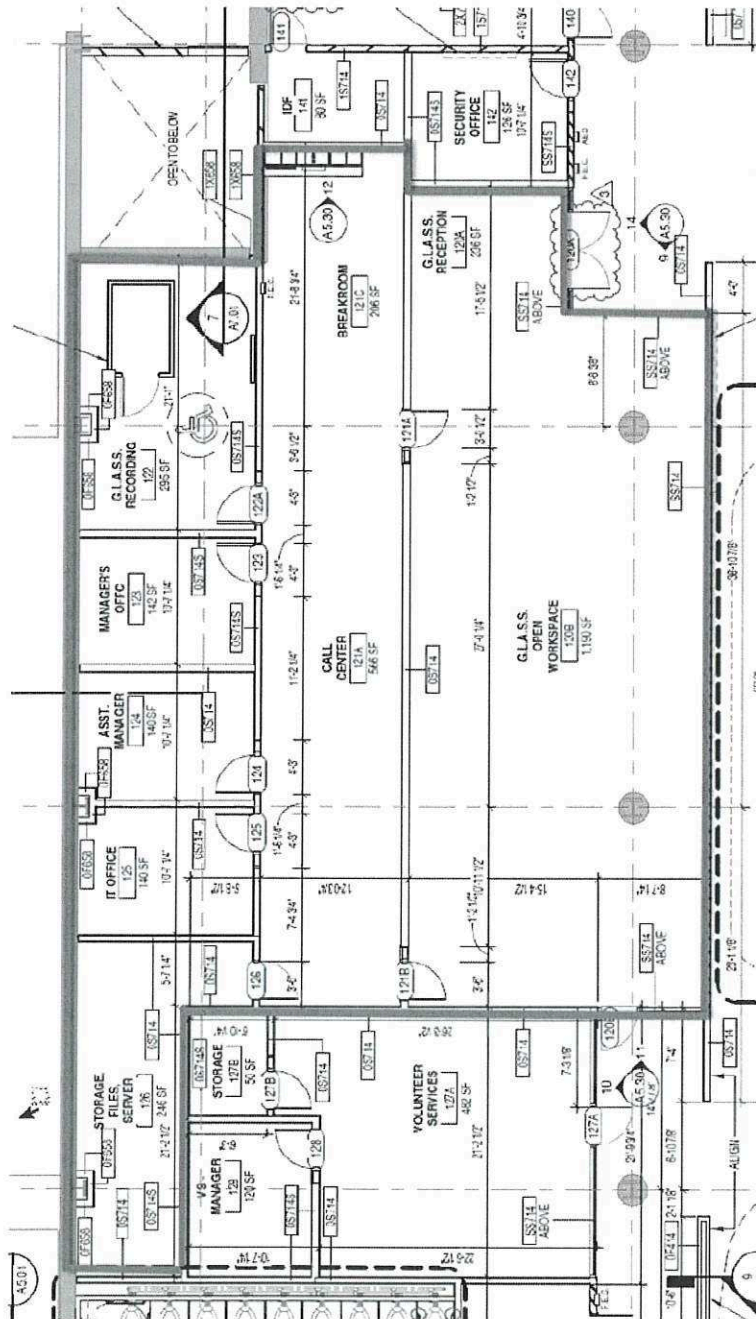
By: _____

Sandra Lynn Neuse
Vice Chancellor for Real Estate & Facilities

Attest: _____

Alan Travis
Assistant Vice Chancellor

Description/Floor Plan of the Leased Premises



3,161 square feet on the ground level of the Atlanta-Fulton County Central Library at 1 Margaret Mitchell Square NW Atlanta, Georgia 30303.