

1 A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN FULTON COUNTY,
2 GEORGIA (LANDLORD) AND THE CITY OF HAPEVILLE (TENANT) TO LEASE COUNTY-
3 OWNED REAL PROPERTY FORMERLY KNOWN AS THE HAPEVILLE HEALTH CENTER,
4 LOCATED AT 3444 CLAIRE DRIVE, HAPEVILLE, GEORGIA 30354; AUTHORIZING THE
5 CHAIRMAN OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO EXECUTE THE
6 LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY
7 ATTORNEY TO APPROVE THE LEASE AGREEMENT AND RELATED DOCUMENTS AS TO
8 FORM AND MAKE NECESSARY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND
9 FOR OTHER PURPOSES.

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

13 **WHEREAS**, Fulton County, Georgia ("Fulton County") owns certain real property
14 located at 3444 Claire Drive, Hapeville, Georgia 30354, consisting of approximately
15 0.4591 acres and formerly known as the Hapeville Health Center ("Property"); and

16 **WHEREAS**, the City of Hapeville, a municipal corporation of the state of Georgia
17 ("Hapeville"), has submitted a request to the Fulton County Department of Real Estate
18 and Asset Management Department ("DREAM") to enter into a long-term lease of the
19 Property prior to repurposing the on-site facility to provide government services for the
20 residents of Hapeville; and

21 **WHEREAS**, DREAM and Hapeville have negotiated mutually acceptable rental
22 terms for the Property which include an initial term of twenty-five years with an option to
23 renew for an additional twenty-five years; and

24 **WHEREAS**, in lieu of monetary compensation for Hapeville's lease of the Property,
25 Hapeville will provide the County with the benefit of maintenance and repair of the
26 Property, and the provision of government services to County residents therefrom; and

1 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
2 Commissioners has exclusive jurisdiction and control over directing and controlling all the
3 property of the County, as they may deem expedient, according to law.

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
5 approves the Lease Agreement between Fulton County, Georgia, and the City of
6 Hapeville, a municipal corporation of the State of Georgia, in substantially the form
7 attached hereto as Exhibit A, for the purpose of leasing County-owned property located
8 at 3444 Claire Drive, Hapeville, Georgia 30354, to Hapeville to provide government
9 services.

10 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
11 is hereby authorized to execute the Lease Agreement and any related documents.

12 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
13 approve the Lease Agreement and any related documents as to form, and to make
14 modifications thereto as are necessary to protect the interests of Fulton County, prior to
15 execution by the Chairman.

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

19 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
20 Georgia, this ____ day of _____, 2025.

FULTON COUNTY BOARD OF
COMMISSIONERS



Robert L. Pitts, Chairman (At Large)
Fulton County Board of Commissioners

ATTEST:



Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:



Y. Soo Jo, County Attorney

EXHIBIT A

Form of Lease Agreement

HAPEVILLE HEALTH CENTER

**STATE OF GEORGIA,
COUNTY OF FULTON**

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as “**Agreement**,” is made and effective as of the last date of signature hereto, the 1st day of December, 2025 (“Effective Date”), by and between **FULTON COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA**, whose business address for purpose of this Agreement is 141 Pryor Street, SW, Atlanta, Georgia 30303, hereinafter referred to as “**Lessor**,” and the **CITY OF HAPEVILLE, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA**, whose business address for purpose of this Agreement is 3468 North Fulton Avenue, Hapeville, Georgia 30354, hereinafter referred to as “**Lessee**.” Both Lessor and Lessee may be referred to individually as “**Party**” and together as “**Parties**”.

WITNESSETH:

WHEREAS, Lessor owns that certain piece of real property located at 3444 Claire Drive, Atlanta, Georgia 30354, consisting of approximately 0.4591 acre and further described and depicted on Exhibit A attached hereto and incorporated herein by reference (“Property”), and which includes an onsite building formerly named the Hapeville Neighborhood Health Center (“Center”); and

WHEREAS, Lessor previously utilized the Property and the Center to provide health and community services for Fulton County residents; and

WHEREAS, Lessee desires to lease the Property from Lessor for the purpose of using the facilities thereon, including the Center, to provide services to the residents of the City of Hapeville and Fulton County as contemplated by Article IX, Section III, Paragraph I of the Georgia Constitution, including but not limited to use as a community recreation center; and

WHEREAS, Lessee will provide such services to the residents of the City of Hapeville and Fulton County in accordance with the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

ARTICLE I

THE PROPERTY

Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by Lessee, has leased and rented, and

by these presents 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 Property, including the Center, but excluding all areas of the Property currently in use as the Hapeville Branch Library and the Hapeville Senior Center as more particularly depicted in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE II

LEASE TERM

Subject to the terms and conditions herein, Lessee shall have and hold the Property for an initial term of twenty-five (25) years ("Initial Term") with the option to renew for one (1) additional twenty-five (25) year period (together with the Initial Term, "Term"), upon the mutual written consent of both Parties, unless earlier terminated pursuant to Articles VIII, IX, X, XIV, XV and/or XX of this Agreement. The Term shall commence upon the Effective Date. At the expiration or earlier termination of the Term, this Agreement shall terminate absolutely and without further obligation on the part of either Party. Representatives of Lessor and Lessee shall complete a walk-through inspection of the Property, including the Center, prior to the expiration or earlier termination of the Term, for the purpose of noting any parts of the Property requiring repair, ordinary wear and tear only excepted. Lessee shall timely correct or repair any and all deficiencies noted during such inspection.

ARTICLE III

RENT

For the use and rent of the Property, Lessee agrees to pay to Lessor the sum of One Dollar (\$1.00) per annum.

ARTICLE IV

USE OF PROPERTY

Lessee shall utilize the Property to provide residents of the City of Hapeville and Fulton County with those services for which Lessee is authorized by law to provide, as contemplated by Article IV, Section III, Paragraph I of the Georgia Constitution, and including but not limited to providing a community recreation center. Lessee shall maintain the Property in a sanitary condition, and good order and repair at Lessee's sole expense throughout the Term.

Lessee shall not commit waste on the Property. Lessee shall not use the Property for any illegal purposes, and shall not allow illegal acts to be performed on the Property. Lessee shall not act in any manner to create any nuisance or trespass on the Property. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Property. Lessee shall not permit or allow the Property to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, agents, employees, patrons, volunteers, invitees, or contractors, in any manner whatsoever.

ARTICLE V

MAINTENANCE, REPAIR AND UPKEEP OF THE PROPERTY

Lessee accepts the Property "as-is" and "where-is" and Lessor makes no representations or warranties, expressed or implied, as to the suitability of the Property for the uses intended. During the Term, Lessee shall maintain the Property in good order and repair. Lessor gives to Lessee exclusive control of the Property and Lessee shall have the sole responsibility for the maintenance, repair and upkeep of the Property and all its major systems, including but not limited to, plumbing, electrical, HVAC, roofing, structural, phone and network. Lessee shall also have the sole responsibility for landscaping and maintenance of the grounds, parking lot, and other paved surfaces of the Property. Lessee shall also complete any necessary capital repairs to the Center and the Property, with all plans for the same to be reviewed and approved by Lessor in writing prior to their implementation. Lessee shall secure the property and maintain adequate security services. Lessee shall at all times keep the Property clean, both inside and outside the Center, at Lessee's sole cost and expense, and shall see that all garbage, trash, and all other refuse is timely removed from the Property.

Lessor shall not be responsible for damage to, loss of, or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the Property, nor for damage occasioned by natural disaster, water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous properties.

Lessee shall promptly notify Lessor of any condition on the Property which Lessee believes to be dangerous to the health or safety of the public or which could cause damage to or deterioration of the Property, regardless of whether Lessee intends to repair the condition itself.

ARTICLE VI

UTILITIES

Lessee shall be solely responsible for establishing utility service accounts and shall promptly pay all charges for HVAC, water, gas, electricity, sewer, garbage collection, or any other utility used or consumed on the Property during the Term, including any deposits demanded by any utility company.

ARTICLE VII

LESSOR'S RIGHT TO ACCESS AND INSPECTION OF PROPERTY

Lessor shall be under no obligation to inspect the Property at any time during the Term. However, Lessor reserves the right to enter the Property at reasonable hours, alone or along with its agents, to inspect the Property, to see that Lessee is complying with all of its obligations hereunder, and for any other use or

purpose which the Lessor deems proper and reasonable, provided that Lessor provides Lessee with twenty-four (24) hours' prior written notice of such inspection. Lessor may enter the Property at any time in the event of an emergency, upon reasonable notice to Lessee, if feasible under the circumstances, to protect life and prevent damage to the Property.

ARTICLE VIII

NO ASSIGNMENT

This Agreement may not be assigned or transferred by Lessee except with Lessor's written consent, which it may withhold in its sole discretion. If Lessee shall assign this Agreement, or otherwise dispose of whole or any part of the Property without Lessor's written consent, this Agreement shall automatically terminate.

ARTICLE IX

EVENTS OF DEFAULT AND TERMINATION FOR CAUSE

Occurrence of one or more of the following events shall constitute Lessee default under this Agreement:

- (A) Lessee abandons or vacates the Property, defined as Lessee's absence from the Property for forty-five (45) consecutive days, excepting for purposes of repair or maintenance;
- (B) Lessee fails to comply with any term, provision, condition, or covenant of this Agreement, and does not cure such failure within forty-five (45) days after receiving written notice by Lessor of such failure to comply;
- (C) Lessee fails to maintain insurance as required by Lessor in the coverage amounts itemized in

Exhibit B hereto.

If one or more Events of Default shall occur, Lessor shall have the option to terminate this Agreement. In the event of termination, Lessee shall immediately surrender the Property to Lessor. If Lessee fails to immediately surrender the Property, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Property and expel or remove Lessee and its personal property at no liability to Lessor.

ARTICLE X

TERMINATION WITHOUT CAUSE

Lessor may terminate this Agreement without cause at any time upon one (1) years' prior written notice to Lessee. Lessee may terminate this Agreement with or without cause at any time, upon thirty (30) days' prior written notice to Lessor.

ARTICLE XI

INSURANCE AND BONDING

Lessee agrees to obtain and maintain during the Term the types and amounts of Insurance and

Bonding stipulated in Exhibit B, attached hereto and incorporated by reference.

ARTICLE XII

LIABILITY

Lessee, to the extent permitted by law, shall defend and bear the expense of any and all claims, suits, actions, liabilities and judgments from third parties resulting from Lessee's actions or inaction, its agents and contractors, related to this Agreement. Each Party hereto shall give to the other prompt and timely written notice of any claim made, or suit instituted, to its knowledge which directly or indirectly, contingently or otherwise affects or might affect either Party, and each Party shall have the right to participate in the defense of such claim or suit to the extent of its own interest. The obligations described in this Article shall survive any termination or expiration of this Agreement. Each Party shall bear its own costs to defend any and all claims, suits, or similar.

ARTICLE XIII

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 its occupation of or actions on the Property.

ARTICLE XIV

DESTRUCTION OF PROPERTY

If the Property shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, and the insurance proceeds received by Lessor and/or Lessee are not sufficient to repair, reconstruct, or renovate the Property to a condition substantively similar to its condition prior to the damage or destruction, then either Party may terminate this Agreement by written notice to the other Party. In the event neither Party terminates this Agreement, all insurance proceeds received by Lessor and/or Lessee shall go toward the repair, reconstruction, or renovation of the Property.

If the insurance proceeds are sufficient, and the reconstruction, renovation, or repairs can be completed within one hundred and eighty (180) days from the date of the damage, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any. If the insurance proceeds are sufficient, but the reconstruction, renovation, or repairs cannot be completed within one hundred and eighty (180) days from the date of the damage, then either Lessor or Lessee may terminate this Agreement. In the event neither Party terminates this Agreement, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any.

ARTICLE XV
CONDEMNATION

If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein, 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 this Agreement shall cease from the time when possession thereof is taken by the public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover from the condemnor compensation and damages 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 Agreement as herein provided.

ARTICLE XVI
LEASEHOLD INTEREST

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

ARTICLE XVII
HOLDING OVER

If Lessee remains in possession of the Property after expiration or termination of this Agreement, with Lessor's acquiescence and without any distinct written agreement of the Parties, Lessee shall be a Lessee at will and shall be bound to and shall abide by all of the terms set forth in this Agreement, including but not limited to the insurance and bonding provisions set forth in Exhibit B attached hereto, and to the liability provisions in Article XII of this Agreement. There shall be no automatic renewal of this Agreement by operation of law.

ARTICLE XVIII
SURRENDER OF POSSESSION UPON EXPIRATION OR TERMINATION OF AGREEMENT

At the expiration or termination of this Agreement, Lessee shall surrender the Property to Lessor in the same condition as at commencement of the Term, natural wear and tear only accepted, and Lessee shall complete any necessary repairs to return the Property to its prior condition. Upon expiration or termination of this Agreement, all rights of Lessee and of all persons whomsoever claiming by, through, or under the Agreement shall cease and terminate. Upon the expiration or termination of this Agreement, all of Lessee's personal property, including equipment, furnishings, and fixtures, installed on the Property by Lessee, shall remain Lessee's property. However, if Lessee does not remove such personal property within sixty (60) days of the expiration or termination of this Agreement, Lessor shall have the right to remove and store such personal property at no cost or liability to Lessor.

ARTICLE XIX

COVENANT OF TITLE AND QUIET ENJOYMENT

Lessor covenants that it is in legal possession of the Property in fee simple absolute. Lessor agrees that Lessee paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Property, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by Lessor or by any other person or persons whatsoever.

ARTICLE XX

ENVIRONMENTAL COVENANTS

For purposes of this Agreement, "Hazardous Substances" shall mean: (i) any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Emergency Planning and Community Right to Know Act, the Superfund Amendment and Reauthorization Act of 1986, and any and all applicable federal or state laws or regulations similar thereto (collectively, "Hazardous Substance Laws"); (ii) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons; (iii) any substance which is flammable, radioactive, corrosive or carcinogenic; or (iv) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto; Lessee

Lessee hereby agrees that: (i) no activity will be conducted on the Property that will produce any Hazardous Substance (as defined below); (ii) the Property will not be used in any manner for the storage of any Hazardous Substances except for the storage of such materials that are used in the ordinary course of Lessee's operation of the Property as a community recreation center and expressly approved in advance in writing by Lessor, provided such materials are properly stored in a manner and location meeting all Hazardous Substance Law (as defined below) and in quantities that do not exceed the amounts approved in writing by Lessor; (iii) no portion of the Property will be used as a landfill or a dump; (iv) Lessee will not install any underground tanks of any type; (v) Lessee will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Lessee will not permit any Hazardous Substances to be brought onto the Property, except for the permitted materials described in subsection (ii) above, and if so brought or found located thereon, the same shall be immediately removed by the Lessee, with proper disposal, and all required cleanup

procedures shall be diligently undertaken by the Lessee pursuant to all Hazardous Substance Laws.

Lessee shall be responsible for any contamination by any Hazardous Substance caused by Lessee during the Term (or those of its invitees, employees, contractors or agents) and for any damage, loss, expense, response costs or liability, resulting from Hazardous Substances generated, stored, used, disposed of or transported to, or for any other reason existing on or under the Property as a result of Lessee's use of the Property during the Term. Lessee shall be responsible for, to the extent permitted by law, any loss, claims, liability or costs incurred by reason of any actual failure of Lessee to fully comply with all applicable Hazardous Substance Laws, or the presence, handling, use or disposition in or from the Property of any Hazardous Substances, or by reason of any actual or asserted failure of Lessee to keep, observe, or perform any provision of this Article XX. Nothing herein shall be construed as a waiver of Lessee's sovereign immunity or any governmental immunities available to its officials, officers or agents.

ARTICLE XXI

REMOVAL OF IMPROVEMENTS, ERECTIONS, ADDITIONS AND ALTERATIONS MADE BY LESSEE

Lessee may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Property for Lessee's use with Lessor's prior written review and approval, which shall not be unreasonably withheld. All improvements, erections, additions and alterations installed or placed on the Property by Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of Lessee and may be removed by Lessee, in whole or in part, at any time before the expiration or termination of this Agreement. If Lessee removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Property, Lessee agrees to repair any specific damage directly resulting to the Property from such removal.

ARTICLE XXII

REMOVAL OF FIXTURES, ETC. BY THE LESSEE

At any time before the expiration or termination of this Agreement, Lessee shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which Lessee has placed on the Property.

ARTICLE XXIII

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 to the Lessor as follows:

LESSOR ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street, Suite G119
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303

LESSEE ADDRESS:

City of Hapeville
Attention: City Manager
3468 North Fulton Avenue
Hapeville, Georgia 30354

ARTICLE XXIV

ENTIRE AGREEMENT

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

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Time of Essence. Time is of the essence of this Agreement.

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.

Severability. Should any provision or portion of any provision of this Agreement be held invalid

by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

Forum. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

Execution by Counterparts; Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. For purposes of this Agreement, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

Authority to Execute; Access to Counsel. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

Binding Effect on Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Property during the Term.

Change in the Ownership of the Property. No change or division in the ownership of the Property, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee.

(Signatures begin on next page and remainder of page is intentionally blank.)

IN WITNESS WHEREOF, Lessor and Lessee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinafter set forth.

Signed, sealed and delivered
as to Lessor in the presence of:

Morgan Ali Adam
Unofficial Witness

LESSOR:

FULTON COUNTY, GEORGIA

Robert L. Pitts
By: Robert L. Pitts, Chairman

Dawn Peterson
Notary Public
My Commission Expires: *July 18, 2026*



Attest:

Tonya R. Grier
Tonya R Grier, Clerk to the Commission



APPROVED AS TO FORM:

Y. Soo Jo
Y. Soo Jo, County Attorney

Signed, sealed and delivered
as to Lessee in the presence of:

DocuSigned by:
Tim Young
Unofficial Witness

LESSEE:

CITY OF HAPEVILLE, GEORGIA

Signed by:
Alan Hallman
By: Alan Hallman
Name: Alan Hallman

Adrienne Fayson
Notary Public
My Commission Expires: 3/07/2027

(Affix and Impress
Notary Public Seal Here)



DocuSigned by:
Shane Steed
Attest: Shane Steed
Hapeville City Clerk



APPROVED AS TO FORM:

Signed by:
Lajuana C. Ransaw

EXHIBIT A

All that tract of land lying and being in Land Lot 95 of the 14th District of Fulton County Georgia and more particularly described as follows:

BEGINNING at the Northeast corner of the intersection of Claire Drive and Arnold Street in Hapeville and extending East along the North side of King Arnold Street for a distance of (200 ft.) two hundred feet; thence North parallel to Claire Drive for a distance of (100 ft.) one hundred feet thence East parallel to King Arnold Street for (200ft.) two hundred feet to the East side of Claire Drive for (100ft.) one hundred feet to the point of beginning. Less and except all portions of said land currently used for the Hapeville Branch Library and the Hapeville Senior Center.

As depicted in red the map below:

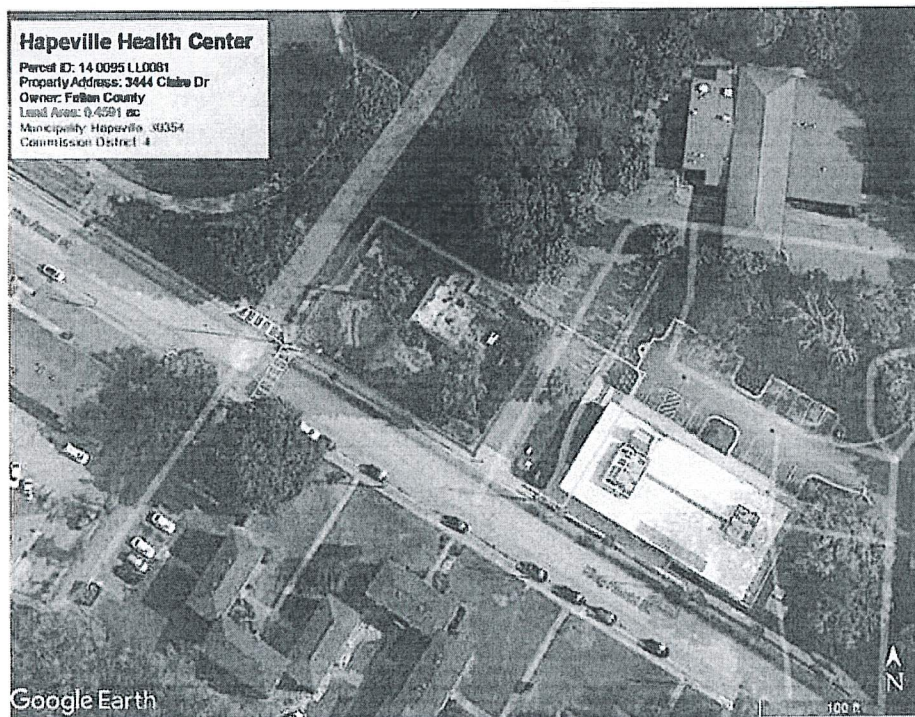


EXHIBIT B
INSURANCE REQUIREMENTS

The following are the minimum insurance coverages and limits that Licensee must maintain, though Licensee may also self-insure any required coverage, and provide a self-insurance letter evidencing the same. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. 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 Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Fulton County prior to the start of access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement 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
(Including operation of non-owned, owned, and hired automobiles)

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

Certificates of Insurance

Licensee shall provide written notice to Fulton County 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 Fulton County.

If Fulton County shall so request, the Licensee will furnish the County 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
