

1 A RESOLUTION BY THE BOARD OF COMMISSIONERS AUTHORIZING THE
2 TERMINATION OF CERTAIN LEASES UTILIZED BY THE DISTRICT ATTORNEY;
3 DELEGATING AUTHORITY TO THE COUNTY MANAGER TO NEGOTIATE THE
4 EFFECTIVE TERMINATION AND OR SUSPENSION OF CERTAIN LEASES WHEN IN
5 THE BEST INTEREST OF FULTON COUNTY; REQUIRING THE COUNTY MANAGER
6 TO SPREAD SUCH ACTIONS ON THE MEETING MINUTES OF A SUBSEQUENT
7 BOARD OF COMMISSIONERS' MEETING; AUTHORIZING THE COUNTY MANAGER
8 TO EXECUTE THOSE DOCUMENTS NECESSARY TO TERMINATE THOSE LEASES
9 APPROVED BY THE BOARD OF COMMISSIONERS; AUTHORIZING THE COUNTY
10 ATTORNEY TO APPROVE ANY REQUIRED DOCUMENTS AS TO FORM AND MAKE
11 MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION; AND FOR OTHER
12 PURPOSES

13 WHEREAS, Fulton County finds it necessary to negotiate and lease commercial
14 office spaces from various entities within Fulton County to provide adequate and sufficient
15 space for utilization by Fulton County elected officials, departments and agencies to
16 deliver essential services to its citizens from these facilities; and

17 WHEREAS, to negotiate competitive rates and to comply with applicable state
18 laws prohibiting unreasonable debt, these commercial leases, among other things, are
19 subject to yearly financial appropriations by Fulton County, include build-out termination
20 costs to capture the financial outlays of the landlords to configure their spaces for use by
21 County officials, department and agencies, and contain renewals and terminations
22 clauses effective upon notice to the various landlords; and

23 WHEREAS, the newly elected Fulton County District Attorney has identified four
24 (4) leases that do not align with the future operations of her office and has requested that
25 Fulton County terminate those leases; and

26 WHEREAS, the newly elected District Attorney has identified the following lease
27 locations that she has requested that Fulton County terminate: 461 Nelson Street, Atlanta,
28 Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview Avenue,
29 Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
30 Georgia; and

1 **WHEREAS**, Fulton County lease agreements designate “Fulton County” and not
2 a specific person with the authority to terminate or suspend the leases entered into by the
3 Board of Commissioners; and

4 **WHEREAS**, it has also been the practice and custom of Fulton County to seek the
5 permission of the Board of Commissioners to terminate or suspend lease agreements
6 entered into by the Board of Commissioners under the authority granted by Fulton County
7 Code § 1-117, when a specific County person is not expressly designated with this power
8 in a lease agreement; and

9 **WHEREAS**, the Board of Commissioners has determined that terminating the
10 leases identified by the newly elected Fulton County District Attorney will assist her in her
11 desire to operate her office in a manner that best serves the citizens of Fulton County;
12 and

13 **WHEREAS**, it is a Fulton County initiative that all people trust that government is
14 efficient and requires staff and the County Manager to implement procedures and
15 recommend policies that optimize service levels for all operations to include the
16 management of lease agreements involving Fulton County and real property owned by
17 Fulton County; and

18 **WHEREAS**, circumstances also occur from time to time that require Fulton County
19 to provide timely notice to terminate certain leases that are no longer beneficial to the
20 County’s interest, where waiting for formal Board of Commissioners’ approval of such
21 termination could adversely affect the County’s ability to timely terminate them or
22 negatively affect the County’s financial position or obligations under the lease term; and

23 **WHEREAS**, pursuant to Fulton County Code § 2-152, the County Manager, as the
24 chief executive officer of Fulton County, has the duty “to conduct, supervise and
25 administer all county affairs, subject only to the general law, to rules prescribed by the
26 [Board of Commissioners], and subject to the right of the [Board of Commissioners] to
27 review, repeal or modify any action of the [County Manager] which is contrary to the
28 general law or such rules....”; and

1 **WHEREAS**, it is the recommendation of the Department of Real Estate and Asset
2 Management that the County Manager or his/her designee be given the authority
3 terminate the County's lease agreements when it is in the County's best interest to do so,
4 to sign those documents necessary to manage the County's lease agreements to include
5 estoppel certificates and the granting of temporary right of access agreements to Fulton
6 County owned real property for the purpose of making general onsite repairs and for
7 public safety, among other purposes; and

8 **WHEREAS**, the Board of Commissioners has also determined that delegating to
9 the County Manager or his/her designee the authority to terminate lease agreements
10 entered into by the Board of Commissioners, along with the power to manage and execute
11 other documents required to effectuate lease agreements, will serve the County's interest
12 in preserving County resources and avoid circumstances where a delay may jeopardize
13 the County's interest.

14 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
15 approves the County Manager completing the effective termination of the following lease
16 agreements identified by the newly elected Fulton County District Attorney at the stated
17 locations as no longer being aligned with the operations of her office: 461 Nelson Street,
18 Atlanta, Georgia; 2472 Martin Luther King Jr. Dr., SW, Atlanta, Georgia; 2996 Grandview
19 Avenue, Atlanta, Georgia; and 4910 Jonesboro Road, Building 100, Suite 104, Union City,
20 Georgia.

21 **BE IT FURTHER RESOLVED**, that County staff is directed to take all necessary
22 steps to effectuating the termination of these lease agreements, including delivering
23 necessary notices and execution of necessary and related documents, and that the
24 Finance Department is hereby authorized to expend all necessary funding that Fulton
25 County is obligated to pay relating to the termination of the named leases from a funding
26 source identified by the County Manager under the approved County Budget or that of
27 the affected department.

28 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
29 delegated with the authority to terminate or suspend Fulton County's lease agreements

1 when it is in the County's best interest to do so, to sign those documents necessary to
2 manage the County's lease agreements, to include estoppel certificates and the granting
3 of temporary right of access agreements to Fulton County owned real property for the
4 purpose of making general onsite repairs and public safety.

5 **BE IT FURTHER RESOLVED**, that the County Manager shall consult with the
6 County Attorney, the Finance Department and the affected department prior to
7 terminating a lease agreement.


8 **BE IT FURTHER RESOLVED**, that the County Manager or his/her designee is
9 required to spread the effective termination of lease agreements involving Fulton County
10 on the meeting minutes of the next available Board of Commissioners' meeting, to include
11 all financial outlays or payments required by Fulton County stemming from the
12 termination.

13 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
14 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
15 are hereby repealed to the extent of the conflict.

16 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
17 Georgia, this 20th day of January, 2021.

18 **FULTON COUNTY BOARD OF COMMISSIONERS**

19
20
21
22 
23 _____
24 Robert L. Pitts, Chairman

25
26
27 ATTEST:
28 
29 _____
30 Tonya R. Grier, Clerk to the Commission
31
32
33



1 APPROVED AS TO FORM:
2
3

4 
5 _____
6 Kaye W. Burwell, Interim County Attorney
7

P:\CALegislation\Land\1.06.2021. Resolution Delegating County Manager with Authority to Terminate Certain Leases.docx

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") entered into and made effective as of June 9th, 2021 (the "Effective Date"), is entered into by and between the Parc Vue Condo Development II, LLC, a limited liability company organized under the laws of the State of Georgia ("Landlord"), and Fulton County, Georgia, a political subdivision of the State of Georgia, ("Tenant"), (Landlord and the Tenant are each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain *Lease for the Fulton County District Attorney* (461 Nelson Street SW Atlanta, Georgia 30313), with an Effective Date of November 6, 2019 (the "Lease"), for the lease of premises located at 461 Nelson Street S.W. , Atlanta, Georgia 30313 (the "Premises"), upon the terms set forth in the Lease; and

WHEREAS, Tenant has notified Landlord that Tenant surrendered the Premises to Landlord on March 31, 2021; and

WHEREAS, upon surrender of the Premises, the Parties desire to terminate the Lease; and

WHEREAS, the Parties agree that it is in their mutual best interest to resolve any issues concerning the surrender of the Premises by Tenant to Landlord on or before the date the Premises are surrendered to Landlord.

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants, and agreements set forth below, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. As consideration for Landlord's execution of this Agreement, within fourteen (14) days of the Effective Date of this Agreement, Tenant will make a payment to Landlord in the amount of Twelve Thousand Four Hundred Fifty-Three Dollars and 75/100 (\$12,453.75). Landlord acknowledges and agrees that as part of this settlement, in addition to the payment set forth above, Landlord will also receive a one-time payment from Tenant in the amount of \$4,124.79 for repayment of Landlord's costs to construct improvements made at the beginning of the Lease at the request of Tenant. Except as provided herein, no other payment is due and payable by Tenant to landlord based on the surrender and termination of the Lease.

2. Termination of Lease. Tenant shall surrender the Premises to Landlord on or before March 31, 2021 and upon said surrender and the payment set forth in Paragraph 1 above, the Lease shall be terminated as of April 1, 2021.

3. Mutual Releases.

(a) Upon the payment by Tenant to Landlord of the amount set forth in Paragraph 1 above, on behalf of themselves, and all persons or entities claiming by, through or under them, and their respective heirs, successors, and assigns, hereby fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue the other Party,

as well as the other Parties' respective officers, officials, employees, affiliates, successors, representatives, agents, or assigns with respect to any and all claims, demands, suits, manner of obligation, debt, liability, tort, covenant, contract, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all claims and causes of action relating to or arising out of the surrender of the Premises and termination of the Lease. The Parties warrant and represent that they have not assigned or otherwise transferred any claim or cause of action, known or unknown, released by this Agreement.

(b) The Parties acknowledge and agree that this release is a GENERAL RELEASE. The Parties specifically do not, however, waive or release any claim that may arise for breach of this Agreement.

4. No Admission of Liability. Neither the payment of any sums nor the execution of this Agreement shall be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

5. Authority. The Parties represent and warrant that they possess full authority to enter into this Agreement and to lawfully and effectively release the opposing Party as set forth herein, free of any rights of settlement, approval, subrogation, or other condition or impediment.

6. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, including any other agreement, verbal or written, between the Parties, and contains the entire agreement between the Parties.

7. Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement and the Lease, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion.

8. Costs, Expenses and Attorneys' Fees. Each of the Parties will bear its own costs, expenses, and attorneys' fees incurred in connection with any dispute regarding this Agreement and no Party shall be liable to the other Party for these costs, expenses and attorneys' fees.

9. Governing Law and Jurisdiction. The laws of the state of Georgia shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that notwithstanding anything contained in the Lease, the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Superior Court of Fulton County, Georgia, and the Parties hereby waive any challenge to venue in that court and if there are any conflict between the Lease and the Agreement with respect to controlling law and appropriate jurisdiction, this Agreement shall control.

10. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

11. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring subsequent to the Effective Date hereof may

be deemed an amendment or modification of this Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.

12. Severability. The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by any court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise this Agreement shall continue in full force and effect.

13. Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.

15. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FULTON COUNTY, GEORGIA

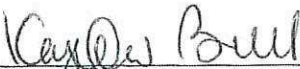


Richard "Dick" Anderson
County Manager

ATTEST

Tonya M. Cris
Clerk to the Board of Commissioners

APPROVED AS TO FORM:


Kaye Woodard Burwell
Interim County Attorney

ITEM # 21-0052 RCS 1, 2021
RECESS MEETING

[Signatures Continued on Following Page]

Parc Vue Condo Development II, LLC
a Georgia limited liability company

Eddie Bradford

By: Eddie Bradford, CFO

Its: CFO

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") entered into and made effective as of _____, 2021 (the "Effective Date"), is entered into by and between the Linden Brothers LLC, a limited liability company organized under the laws of the State of Georgia ("Landlord"), and Fulton County, Georgia, a political subdivision of the State of Georgia, ("Tenant"), (Landlord and the Tenant are each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain *Lease for the Fulton County District Attorney* (4910 Jonesboro Road Building 100 Suite 104 Union City, Georgia 30291), with an Effective Date of December 8, 2016 (the "Lease"), for the lease of premises located at 4910 Jonesboro Road Building 100 Suite 104 Union City, Georgia 30291 (the "Premises"), upon the terms set forth in the Lease; and

WHEREAS, Tenant has notified Landlord that Tenant intends to surrender the Premises to Landlord on or before March 31, 2021; and

WHEREAS, upon surrender of the Premises, the Parties desire to terminate the Lease; and

WHEREAS, the Parties agree that it is in their mutual best interest to resolve any issues concerning the surrender of the Premises by Tenant to Landlord on or before the date the Premises are surrendered to Landlord.

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants, and agreements set forth below, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. As consideration for Landlord's execution of this Agreement Tenant has paid Landlord the amount of Four Thousand Five Hundred Forty Four and 34/100 Dollars (\$4,544.34), which represents the rental payments due for the months of January, February, March 2021 and full payment of the invoice received April 14, 2021 in the amount \$492.00 for repairs to the walls. No other rental or other payment is due and payable by Tenant to Landlord based on the surrender and termination of the Lease.

2. Termination of Lease. Tenant shall surrender the Premises to Landlord on or before March 31, 2021 and upon said surrender and the payment set forth in Paragraph 1 above, the Lease shall be terminated as of April 1, 2021.

3. Mutual Releases.

(a) Upon the payment by Tenant to Landlord of the amount set forth in Paragraph 1 above, on behalf of themselves, and all persons or entities claiming by, through or under them, and their respective heirs, successors, and assigns, hereby fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue the other Party, as well as the other Parties' respective officers, officials, employees, affiliates, successors,

representatives, agents, or assigns with respect to any and all claims, demands, suits, manner of obligation, debt, liability, tort, covenant, contract, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all claims and causes of action relating to or arising out of the surrender of the Premises and termination of the Lease. The Parties warrant and represent that they have not assigned or otherwise transferred any claim or cause of action, known or unknown, released by this Agreement.

(b) The Parties acknowledge and agree that this release is a GENERAL RELEASE. The Parties specifically do not, however, waive or release any claim that may arise for breach of this Agreement.

4. No Admission of Liability. Neither the payment of any sums nor the execution of this Agreement shall be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

5. Authority. The Parties represent and warrant that they possess full authority to enter into this Agreement and to lawfully and effectively release the opposing Party as set forth herein, free of any rights of settlement, approval, subrogation, or other condition or impediment.

6. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, including any other agreement, verbal or written, between the Parties, and contains the entire agreement between the Parties.

7. Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement and the Lease, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion.

8. Costs, Expenses and Attorneys' Fees. Each of the Parties will bear its own costs, expenses, and attorneys' fees incurred in connection with any dispute regarding this Agreement and no Party shall be liable to the other Party for these costs, expenses and attorneys' fees.

9. Governing Law and Jurisdiction. The laws of the state of Georgia shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that notwithstanding anything contained in the Lease, the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Superior Court of Fulton County, Georgia, and the Parties hereby waive any challenge to venue in that court and if there are any conflict between the Lease and the Agreement with respect to controlling law and appropriate jurisdiction, this Agreement shall control.

10. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

11. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring subsequent to the Effective

Date hereof may be deemed an amendment or modification of this Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.

12. Severability. The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by any court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise this Agreement shall continue in full force and effect.

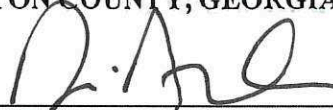
13. Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.

15. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FULTON COUNTY, GEORGIA



Richard "Dick" Anderson
County Manager

ATTEST



Tonya R. Griener
Clerk to the Commission

APPROVED AS TO FORM:



Kaye Woodard Burwell
Interim County Attorney

[Signatures Continued on Following Page]

Southeast Properties


By: John Bonner
Its: Partner
[CORPORATE SEAL]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") entered into and made effective as of April 15, 2021 (the "Effective Date"), is entered into by and between the Meltzer Group, LLC, a limited liability company organized under the laws of the State of Georgia ("Landlord"), and Fulton County, Georgia, a political subdivision of the State of Georgia, ("Tenant"), (Landlord and the Tenant are each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain *Lease for the Fulton County District Attorney (2996 Grandview Avenue, Atlanta, GA 30305)*, with an Effective Date of February 6, 2019 (the "Lease"), for the lease of premises located at 2996 Grandview Avenue, Atlanta, Georgia (the "Premises"), upon the terms set forth in the Lease; and

WHEREAS, Tenant has notified Landlord that Tenant intends to surrender the Premises to Landlord on or before March 31, 2021; and

WHEREAS, upon surrender of the Premises, the Parties desire to terminate the Lease; and

WHEREAS, the Parties agree that it is in their mutual best interest to resolve any issues concerning the surrender of the Premises by Tenant to Landlord on or before the date the Premises are surrendered to Landlord.

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants, and agreements set forth below, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment**. As consideration for Landlord's execution of this Agreement, within fourteen (14) days of the Effective Date of this Agreement, Tenant will make a payment to Landlord in the amount of Two Thousand Five and 08/100s Dollars (\$2,005.08). Landlord acknowledges and agrees that as part of this settlement, in addition to the payment set forth above, Landlord has previously received rental payments from Tenant in the amount of \$1,336.72. Except as provided herein, no other rental payment is due and payable by Tenant to Landlord based on the surrender and termination of the Lease.

2. **Termination of Lease**. Tenant shall surrender the Premises to Landlord on or before March 31, 2021 and upon said surrender and the payment set forth in Paragraph 1 above, the Lease shall be terminated as of April 1, 2021.

3. **Mutual Releases**.

(a) Upon the payment by Tenant to Landlord of the amount set forth in Paragraph 1 above, on behalf of themselves, and all persons or entities claiming by,

through or under them, and their respective heirs, successors, and assigns, hereby fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue the other Party, as well as the other Parties' respective officers, officials, employees, affiliates, successors, representatives, agents, or assigns with respect to any and all claims, demands, suits, manner of obligation, debt, liability, tort, covenant, contract, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all claims and causes of action relating to or arising out of the surrender of the Premises and termination of the Lease. The Parties warrant and represent that they have not assigned or otherwise transferred any claim or cause of action, known or unknown, released by this Agreement.

(b) The Parties acknowledge and agree that this release is a GENERAL RELEASE. The Parties specifically do not, however, waive or release any claim that may arise for breach of this Agreement.

4. No Admission of Liability. Neither the payment of any sums nor the execution of this Agreement shall be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

5. Authority. The Parties represent and warrant that they possess full authority to enter into this Agreement and to lawfully and effectively release the opposing Party as set forth herein, free of any rights of settlement, approval, subrogation, or other condition or impediment.

6. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, including any other agreement, verbal or written, between the Parties, and contains the entire agreement between the Parties.

7. Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement and the Lease, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion.

8. Costs, Expenses and Attorneys' Fees. Each of the Parties will bear its own costs, expenses, and attorneys' fees incurred in connection with any dispute regarding this Agreement and no Party shall be liable to the other Party for these costs, expenses and attorneys' fees.

9. Governing Law and Jurisdiction. The laws of the state of Georgia shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that notwithstanding anything contained in the Lease, the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement

shall be the Superior Court of Fulton County, Georgia, and the Parties hereby waive any challenge to venue in that court and if there are any conflict between the Lease and the Agreement with respect to controlling law and appropriate jurisdiction, this Agreement shall control.

10. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

11. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring subsequent to the Effective Date hereof may be deemed an amendment or modification of this Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.

12. Severability. The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by any court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise this Agreement shall continue in full force and effect.

13. Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.

15. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FULTON COUNTY, GEORGIA

[Handwritten Signature]

Richard "Dick" Anderson
County Manager

ATTEST



Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

[Handwritten Signature]

Kaye Woodard Burwell
Interim County Attorney

[Signatures Continued on Following Page]

METZLER GROUP, LLC,
a Georgia limited liability company

[Handwritten Signature]

By: ALAN DOBERTO
Its: MANAGING PARTNER
[CORPORATE SEAL]

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") entered into and made effective as of April 6, 2021 (the "Effective Date"), is entered into by and between the Halpern Properties LLC, a limited liability company organized under the laws of the State of Georgia ("Landlord"), and Fulton County, Georgia, a political subdivision of the State of Georgia, ("Tenant"), (Landlord and the Tenant are each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain *Lease for the Fulton County District Attorney* (2472 Martin Luther King Jr. Drive S.W. Atlanta, Georgia 30311), with an Effective Date of December 21, 2016 (the "Lease"), for the lease of premises located at 2472 Martin Luther King Jr. Drive S.W., Atlanta, Georgia 30311 (the "Premises"), upon the terms set forth in the Lease; and

WHEREAS, Tenant has notified Landlord that Tenant intends to surrender the Premises to Landlord on or before March 31, 2021; and

WHEREAS, upon surrender of the Premises, the Parties desire to terminate the Lease; and

WHEREAS, the Parties agree that it is in their mutual best interest to resolve any issues concerning the surrender of the Premises by Tenant to Landlord on or before the date the Premises are surrendered to Landlord.

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants, and agreements set forth below, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. As consideration for Landlord's execution of this Agreement, within fourteen (14) days of the Effective Date of this Agreement, Tenant will make a payment to Landlord, to the extents not already made, in the amount of -Ten Thousand Six Hundred Forty-Eight and 00/100 Dollars (\$10,648.00), which represents the rental payments due for the months of January, February, March and the repayment of the unamortized tenant improvement allowance in the amount of (\$5,038.00). Excepted as provided herein, no other rental payment is due and payable by Tenant to landlord based on the surrender and termination of the Lease.

2. Termination of Lease. Tenant shall surrender the Premises to Landlord on or before March 31, 2021 and upon said surrender and the payment set forth in Paragraph 1 above, the Lease shall be terminated as of April 1, 2021.

3. Mutual Releases.

(a) Upon the payment by Tenant to Landlord of the amount set forth in Paragraph 1 above, on behalf of themselves, and all persons or entities claiming by, through or under them, and their respective heirs, successors, and assigns, hereby fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue the other Party, as well as the other Parties' respective officers, officials, employees, affiliates, successors,

representatives, agents, or assigns with respect to any and all claims, demands, suits, manner of obligation, debt, liability, tort, covenant, contract, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all claims and causes of action relating to or arising out of the surrender of the Premises and termination of the Lease. The Parties warrant and represent that they have not assigned or otherwise transferred any claim or cause of action, known or unknown, released by this Agreement.

(b) The Parties acknowledge and agree that this release is a GENERAL RELEASE. The Parties specifically do not, however, waive or release any claim that may arise for breach of this Agreement.

4. No Admission of Liability. Neither the payment of any sums nor the execution of this Agreement shall be construed as an admission of liability or fault by any Party. Any and all liability is expressly denied by all Parties.

5. Authority. The Parties represent and warrant that they possess full authority to enter into this Agreement and to lawfully and effectively release the opposing Party as set forth herein, free of any rights of settlement, approval, subrogation, or other condition or impediment.

6. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, including any other agreement, verbal or written, between the Parties, and contains the entire agreement between the Parties.

7. Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement and the Lease, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion.

8. Costs, Expenses and Attorneys' Fees. Each of the Parties will bear its own costs, expenses, and attorneys' fees incurred in connection with any dispute regarding this Agreement and no Party shall be liable to the other Party for these costs, expenses and attorneys' fees.

9. Governing Law and Jurisdiction. The laws of the state of Georgia shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that notwithstanding anything contained in the Lease, the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Superior Court of Fulton County, Georgia, and the Parties hereby waive any challenge to venue in that court and if there are any conflict between the Lease and the Agreement with respect to controlling law and appropriate jurisdiction, this Agreement shall control.

10. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

11. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring subsequent to the Effective Date hereof may be deemed an amendment or modification of this Agreement unless reduced to writing and signed

by the Parties hereto or their respective successors or assigns.

12. Severability. The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by any court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise this Agreement shall continue in full force and effect.

13. Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.

15. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FULTON COUNTY, GEORGIA

Richard "Dick" Anderson
County Manager

ATTEST



Tonya R. Grier
Clerk to the Board of Commissioners

APPROVED AS TO FORM:

Kaye Woodard Burwell
Interim County Attorney

[Signatures Continued on Following Page]

ITEM # 21-0052 RCS 1/20/21
RECESS MEETING

Halpern Properties , LLC
a Georgia limited liability company

By: 
Its: Chris Hoffmeister
Property Manager
[CORPORATE SEAL]



BOARD OF COMMISSIONERS OF FULTON COUNTY, GEORGIA
ATLANTA, GEORGIA 30303

AID TO: HALP500088-P

DATE: 04/02/2021

VOUCHER NUMBER	INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE AMOUNT
ATG032321-01	33022021	03/02/2021	Lease Termination Settlement	5,038.00
<i>Rec'd</i>				
			<i>Jim Jones</i>	<i>X</i>
PAGE TOTAL:				\$ 5,038.00

PAID TO HALPERN ENTERPRISES INC
ADDRESS: 5200 Roswell Road, NE
Atlanta GA 30342

PAGE TOTAL:	\$ 5,038.00
TOTAL:	\$ 5,038.00

DETACH BEFORE DEPOSITING