

1 A RESOLUTION APPROVING A NEIGHBORHOOD SERVICE CENTER LEASE  
2 AGREEMENT BETWEEN THE CITY OF ATLANTA (LESSOR) AND FULTON COUNTY  
3 (LESSEE) FOR THE COUNTY'S CONTINUED USE OF APPROXIMATELY 5,237  
4 RENTABLE SQUARE FEET OF SPACE AT 215 LAKEWOOD WAY SW, ATLANTA,  
5 GEORGIA, FOR THE BETHLEHEM NEIGHBORHOOD SENIOR CENTER, WITH AN  
6 INITIAL TERM OF ONE YEAR AND TWO ONE-YEAR RENEWAL OPTIONS AND FOR  
7 THE MONTHLY RENTAL AMOUNT OF FOUR THOUSAND EIGHT HUNDRED AND  
8 58/100 DOLLARS (\$4,800.58); AUTHORIZING THE CHAIRMAN TO EXECUTE THE  
9 LEASE AGREEMENT AND ANY RELATED DOCUMENTS; AUTHORIZING THE  
10 COUNTY ATTORNEY TO APPROVE THE LEASE AGREEMENT AND ANY RELATED  
11 DOCUMENTS AS TO FORM AND MAKE ANY NECESSARY CHANGES THERETO  
12 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.  
13

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

17           **WHEREAS**, the Fulton County Department of Aging and Youth Services operates  
18 senior centers throughout Fulton County, including Neighborhood Senior Centers and  
19 Senior Multipurpose Facilities, which offer a wide array of programming for senior  
20 citizens; and

21           **WHEREAS**, the Fulton County Board of Commissioners approved, via Agenda  
22 Item #17-0147 on February 15, 2017, an initial lease agreement with the City of Atlanta  
23 pursuant to which Fulton County utilizes 5,237 square feet of space at 215 Lakewood  
24 Way SW, Atlanta, Georgia, as the location for Fulton County's Bethlehem Neighborhood  
25 Senior Center; and

26           **WHEREAS**, the Bethlehem Neighborhood Senior Center continues to serve local  
27 senior citizens from this location; and

28           **WHEREAS**, the Fulton County Department of Real Estate and Asset Management  
29 has negotiated mutually acceptable terms for a new Neighborhood Service Center Lease

1 Agreement with the City of Atlanta to extend Fulton County's occupancy of 215 Lakewood  
2 Way SW, for an initial term of one year from January 1, 2026 through December 31,  
3 2026, with two additional one-year renewal options, and for the monthly rental amount of  
4 Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58); and

5 **WHEREAS**, Fulton County desires to execute the Neighborhood Service Center  
6 Lease Agreement with the City of Atlanta to allow for the County's continued occupancy  
7 of 215 Lakewood Way SW; and

8 **WHEREAS**, O.C.G.A. § 36-60-13 authorizes Fulton County to enter into multiyear  
9 lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods,  
10 materials, real and personal property, services, and supplies under certain  
11 circumstances.

12 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of  
13 Fulton County, Georgia, hereby approves the Neighborhood Service Center Lease  
14 Agreement between the City of Atlanta and Fulton County in substantially the form  
15 attached hereto as Exhibit A.

16 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners  
17 is hereby authorized to execute and deliver the Neighborhood Service Center Lease  
18 Agreement and any related documents to the City of Atlanta.

19 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to  
20 approve the Neighborhood Service Center Lease Agreement and any related documents  
21 as to form, and to make such other or additional modifications as are necessary to protect  
22 the County's interests prior to execution by the Chairman.

1 BE IT FURTHER RESOLVED, that this Resolution shall become effective upon  
2 its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution  
3 are hereby repealed to the extent of the conflict

4 SO PASSED AND ADOPTED, this 1 day of April 2026.  
5  
6

7 FULTON COUNTY BOARD OF  
8 COMMISSIONERS  
9

10 

11  
12 Robert L. Pitts, Chairman (At Large)  
13  
14

15 ATTEST:



24   
25 Tenya R. Grier, Clerk to the Commission  
26  
27  
28

24 APPROVED AS TO FORM:

25   
26  
27 Y. Soo Jo, County Attorney  
28

**Exhibit A**

Form of Neighborhood Service Center Lease

**NEIGHBORHOOD SERVICE CENTER LEASE**

**THIS NEIGHBORHOOD SERVICE CENTER LEASE (“Lease”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between the **CITY OF ATLANTA**, a municipal corporation organized under the laws of the State of Georgia (“**Landlord**”) and **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Tenant**”). Landlord and Tenant may be referred to herein as “**Party**” or together as “**Parties**”.

WITNESSETH:

**WHEREAS**, Landlord is the owner of that certain improved real property located at **215 Lakewood Way, S.W. Atlanta, Georgia 30315** (the “**Property**”); and

**WHEREAS**, Landlord operates the building on the Property, known as the Bethlehem at J.C. Birdine Neighborhood Service Center (the “**Building**”), as a neighborhood center that houses various public and private entities providing services to the residents of the surrounding community; and

**WHEREAS**, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, approximately 5,237 rentable square feet of space in the Building, known as the Lower Level, (the “**Premises**”) as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein; and

**WHEREAS**, Tenant will provide senior daycare services to the residents of the surrounding community in accordance with the terms and conditions herein; and

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, Ordinance \_\_\_\_\_, adopted by the Atlanta City Council on \_\_\_\_\_, 2026, and approved by signature of the Mayor or by operation of law on \_\_\_\_\_, 2026, authorizes Landlord to enter into this Lease with Tenant.

**NOW THEREFORE**, incorporating the foregoing recitals, and for and in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**1. DEFINITIONS.** In addition to the other terms defined elsewhere in this Lease, each of the following terms shall have the meaning set forth below:

“**Common Areas**”: Facilities or areas and improvements on the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the

general public, which may include, at Landlord's option, but not be limited to: (A) all such areas within the Building devoted to corridors, elevator foyers, and common area restrooms, and (B) any such service areas, driveways, parking areas, areas of ingress and egress, sidewalks and other pedestrian ways, corridors, elevators, stairways, lobby areas, parcel pick up stations and other facilities or areas and improvements in the Building or on the Property.

**“Hazardous Substances”**: 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 Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto.

**“Invitees”**: Employees, agents, servants, assignees, customers, visitors, concessionaires, licensees, contractors and subcontractors.

**“Law(s)”**: All ordinances, statutes, orders, regulations, directives, rules and requirements of all federal, state, county, city or other governmental, public or quasi-public authorities, bodies, boards or agencies or any departments or bureaus thereof, now existing or hereafter created, including, without limitation, all zoning, building, historic, environmental, health and fire safety laws, the Americans With Disabilities Act of 1990, the Occupational Safety and Hazard Act of 1970, and all other laws, including, without limitation, all laws relating to Hazardous Substances.

**“Permit(s)”**: Any licenses, certifications, or permits required under any applicable Law to be held by Tenant for the operation of Tenant’s business at the Premises or to be held by persons performing medical and healthcare services at the Premises or for Tenant.

**“Rules and Regulations”**: Any and all rules and regulations as may be hereafter promulgated by Landlord from time to time in Landlord’s discretion and provided in writing to Tenant.

## **2. LEASE OF PREMISES AND LICENSE TO USE COMMON AREAS; PARKING.**

Landlord does hereby grant to Tenant, and Tenant hereby accepts from Landlord, the use and possession of the Premises for the purposes outlined in this Lease, and for no other purpose whatsoever. Landlord further grants to Tenant, and Tenant accepts from Landlord, a non-exclusive license to use the Common Areas, solely for their intended purposes, in common with Landlord, Landlord’s Invitees and other tenants of the Building, and in compliance with this Lease, all Laws, and Rules and Regulations. Tenant and its Invitees may use the parking spaces on the Property at no extra charge on a first-come, first-served basis, subject to availability. Tenant may not park or place any temporary or permanent storage unit in the parking lot. This Lease grants Tenant the right to possess and enjoy the use of the Premises subject to the terms and provisions hereof; no estate or other property interest is conveyed by this Lease and Tenant has only a usufruct not subject to levy and sale. Landlord retains all the rights and privileges of the owner of the Building and the Property.

## **3. TERM.**

3.1 Term. The initial term of this Lease will be for one (1) year commencing on January

1, 2026 (“**Effective Date**”) and ending at 12:00 midnight on December 31, 2026 (such period of time, the “**Initial Term**”), unless sooner terminated as provided herein. Following the Initial Term, the Parties may agree in writing at any time prior to the expiration of the then-current term to extend the Lease for two (2) additional one-year terms (each, a “**Renewal Term**”). The County Manager is hereby authorized to provide binding written consent on Tenant’s behalf.

3.2 Right to Terminate. Each party has the right to terminate this Lease at any time for any reason or no reason whatsoever, including for the convenience of the terminating party, by giving sixty (60) days’ written notice to the other party.

**4. RENT.**

4.1 Rent Commencement Date. Rent shall begin to accrue hereunder beginning on the earlier of (a) the date Tenant takes occupancy of the Premises or any portion thereof for the purpose of operating Tenant’s business therein; and (b) the 1st day of January 2026 (“**Rent Commencement Date**”).

4.2 Rent Payments. Tenant shall pay to Landlord, without demand, deduction, or offset, beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, as rental, the amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58) per month (“**Rent**”) on the first day of each month, in advance. In the event the Rent Commencement Date shall fall on a day other than the first day of a calendar month, Rent for the first partial month shall be prorated. Tenant shall owe Landlord a late fee of Twenty-Five and No/100ths Dollars (\$25.00) if Rent and any other amounts due hereunder are received after the fifteenth (15<sup>th</sup>) day of the month, or, if the fifteenth (15<sup>th</sup>) day falls a weekend or holiday, after the next business day. Rent payments must be made payable to the City of Atlanta by certified check or money order in lawful money of the United States of America and mailed to the following address:

Executive Director, Office of Revenue City  
of Atlanta – Department of Finance 68  
Mitchell Street, SW, Suite 1350  
Atlanta, Georgia 30303

4.3 Security Deposit. Intentionally Deleted.

**5. USE.**

5.1 Permitted Use. Tenant shall use the Premises solely to provide senior daycare services and related community services provided by the Fulton County Department of Aging and Youth Services or its permitted agents or assigns.

5.2 Business Hours. Tenant shall have access to the Building and the Premises Monday through Friday from 8:15 a.m. until 9:00 p.m. EST and Saturdays from 9:30 a.m. until 6:00 p.m. EST, except for legal holidays observed by the City of Atlanta. Notwithstanding the foregoing, Landlord shall have the right to close and deny access to the Building in the event of inclement weather or other emergency and shall use reasonable efforts to notify Tenant of such closure. However, a failure to provide such notice shall in no event constitute a default by Landlord hereunder. After 5:00 p.m. daily, Tenant’s Invitees must sign in at the Building reception desk prior to entering the Premises.

### 5.3 Prohibited Uses.

5.3.1 Tenant shall not do or permit its Invitees to do, in or about the Property, the Building, or the Premises, nor shall Tenant bring or keep or permit its Invitees to, bring or keep therein, anything which is prohibited by or will in any way conflict with any Laws or Rules or Regulations, or which is prohibited by the standard form of fire insurance policy, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, the Building or any of its contents.

5.3.2 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by Law. Landlord reserves the right to prescribe the weight limitations and position of all safes, mechanical or other heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, provided that the Tenant shall be given notice in writing in advance in such time as to take the action requested by the Landlord after Tenant requests such increased load by written notice to Landlord and Landlord consents to the same. Such reinforcing or other action requested by Landlord will be at Tenant's expense and payable as additional rent within thirty (30) days of written demand.

5.3.3 Tenant's use of electrical current may not exceed the capacity of installations at the Premises existing as of the Effective Date. Tenant may not alter any wiring installations or other electrical facilities without Landlord's prior written consent.

5.3.4 Tenant shall not do, or permit its Invitees to do, in or about the Property, the Building, or the Premises anything which will in any way obstruct or interfere with the rights of other occupants of the Building, or injure or unreasonably annoy them.

5.3.5 Tenant shall not use, or allow its Invitees to use, the Premises for any improper, immoral, unlawful or objectionable purpose.

5.3.6 Tenant shall not cause or maintain, or permit its Invitees to cause or maintain, any nuisance in, on or about the Property, the Building, or the Premises, or commit or suffer to be committed any waste in, on or about the Property, the Building, or the Premises.

5.3.7 Tenant shall not use, or permit its Invitees to use, the Property, the Building, or the Premises for any activity that produces any noise or sound that is objectionable due to intermittence, beat, frequency, vibration, shrillness or loudness; noxious odor; noxious, toxic, caustic or corrosive fuel or gas.

5.3.9. Tenant shall not treat, handle, use, generate, manufacture, store, or dispose of, and shall not permit its Invitees to treat, handle, use, generate, manufacture, store, or dispose of, any Hazardous Substances in, on or about the Property, the Building, or the Premises, except as specifically described or permitted in Sections 11.4 and 11.5 hereof.

## 6. **ALTERATIONS.**

6.1 Alterations. Tenant shall not make, suffer or permit to be made any other material alterations, additions, or improvements to the Premises, or attach any material fixture or equipment

thereto, without first obtaining the prior written consent of Landlord, through its Director of Real Estate Portfolio, which consent may be withheld in Landlord's sole discretion. An alteration, addition, or improvement shall be deemed "**material**" under this Section if such alteration, addition, or improvement (i) costs, in the aggregate for the project, in excess of \$5,000, or (ii) affects the structure of the Building or any mechanical, HVAC, electrical, plumbing, life safety or other Building system, or (iii) both (i) and (ii). Tenant hereby assigns to Landlord all warranties, guarantees and indemnities, express or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder with respect to the Tenant Improvements and any other approved alterations to the Premises, which assignment shall be effective upon the expiration or earlier termination of this Lease, to the extent that any warranties, guaranties, and indemnities expressed or implied, or similar rights are in existence. Tenant and any contractor and builder of the Tenant Improvements or other approved alterations shall provide the certificates of insurance required herein and shall abide by all Rules and Regulations and Laws. Tenant shall ensure that all Tenant Improvements are conducted in a good and workmanlike manner in accordance with all Laws and the provisions of Sections 6.3 and 6.4 hereof, and in a manner that does not unreasonably disturb other tenants of the Building. Upon termination or expiration of this Lease, all remaining warranties, guarantees, indemnities, and similar rights shall automatically revert to Landlord.

6.2 Disposition of Alterations Upon Termination. All erections, alterations, additions, fixtures and improvements, whether temporary or permanent in character (excepting only the movable furniture and personal property of Tenant) made in or upon the Premises, either by Tenant or Landlord, shall remain upon the Premises at the expiration or other termination of the Term, unless Landlord elects by written notice given at any time to Tenant to have Tenant thereafter remove such erections, alterations, additions, fixtures and improvements. In such event, notwithstanding any contrary provisions herein, Tenant shall remove such erections, alterations, additions, fixtures and improvements and shall promptly restore, at its sole cost and expense, the Premises to its condition as existed prior to the installation of the same.

6.3 Contractors. Tenant shall cause its agents, contractors and subcontractors performing any permitted or approved alterations to the Premises, including the Tenant Improvements, to carry and provide proof of insurance in compliance with Section 14 of this Lease.

6.4 Liens. Tenant shall at all times keep the Premises, the Building, and the Property free from liens arising out of any work performed, materials furnished or obligations incurred by Tenant, including the Tenant Improvements. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises, the Building, and the Property from such liens. Should any such lien or claim of lien be filed or recorded, Tenant shall bond against or discharge the same within thirty (30) days after notice of such lien or claim of lien is received by Tenant and shall promptly notify Landlord in writing upon receipt of any such notice or claim of lien.

6.5 Signage. Landlord agrees to provide signage at the main entrance of the Premises and to provide suite numbers on the doors of the Premises that abut a Common Area. At Tenant's expense, Tenant may install one (1) additional business identification sign at each remaining door of the Premises. All signs must be in compliance with all applicable Laws, Rules and Regulations, and subject to prior approval by Landlord in Landlord's reasonable discretion.

## 7. REPAIRS BY TENANT.

During the Term, Tenant shall maintain the Premises in good order and repair, subject to normal wear and tear and casualty. Tenant shall be responsible for performing all maintenance of and repairs to the Premises, including the Tenant Improvements, with the exception of those repairs for which Landlord is expressly made responsible as set forth in Section 8 hereof.

**8. REPAIRS BY LANDLORD.**

Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the Building (excluding the exterior of the Premises, and those portions of the Building leased to other tenants), including without limitation the Common Areas and landscaped areas, roof, foundations, mechanical, HVAC, plumbing, elevators and electrical systems, and the structure itself. Tenant agrees to use its best efforts to pursue any warranties, guarantees and indemnities, expressed or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder, that may be in existence during the term this Lease, with respect to repairs to the Tenant Improvements and any other approved alterations to the Premises performed by Tenant. In addition, Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the exterior walls, doors, corridors and exterior windows of the Building. Notwithstanding the foregoing, the cost of any repairs or maintenance to the foregoing necessitated by the willful intentional acts or omissions, negligence or gross negligence of Tenant or its Invitees or assignees shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice. Landlord shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to report such condition shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such condition. Any such charges incurred by Landlord shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice.

**9. UTILITIES; SERVICES.**

9.1 Utilities. Landlord shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Premises during the Term, including any deposits required by any utility company. Tenant shall be solely responsible for and shall timely pay all charges for telephone, internet, cable, and any other such service to the Premises, including any deposits required by any provider of the same. Landlord shall not be liable to Tenant for any cessation of or interruption in utilities or utility services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord.

9.2 Services. Landlord shall provide pest control services to the Common Areas. Landlord shall provide pest control services to the Premises as needed upon request by Tenant. Tenant shall be responsible for janitorial services to the Premises, and Landlord shall be responsible for janitorial services to the Common Areas. In addition, Landlord shall provide common area restroom supplies, hot and cold water suitable for drinking and lavatory purposes on the floor on which the Premises are located, and facilities for standard electrical current required for general office use and occupancy of the Premises. Landlord shall not be liable to Tenant for any cessation of or interruption in services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall remove all trash from the Premises and deposit the same in the designated dumpster outside the Building.

**10. TENANT REPRESENTATIONS AND WARRANTIES.**

Tenant represents and warrants to Landlord as of the Effective Date as follows:

10.1 Permits. Tenant possesses all applicable business Permits required by all applicable Laws for the operation of Tenant's business at the Premises. All persons performing services at the Premises are licensed, certified, or permitted, under applicable Law, to perform the services provided at the Premises. All persons performing services at the Premises shall maintain, at no cost to Landlord, any Permit required under applicable Laws. All personnel performing services at the Premises shall provide services solely within the scope of their applicable Permit or as permitted by applicable Law.

10.2 Condition of Premises. Tenant accepts the Premises in their "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" condition on the Effective Date and specifically and expressly without any warranties, representations, or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Landlord, including without limitation, any warranty of condition, merchantability, or fitness for a particular use. Tenant further acknowledges that Tenant has inspected and knows the condition of the Premises, that Landlord does not guarantee or warrant the safety and security of the Property, the Building, or the Premises, and that Tenant and its Invitees are responsible for their own safety and security.

10.3 Independent Contractual Obligations of Tenant; No Joint Venture. Landlord is not a party to and has no liability with respect to any agreement between Tenant and a third party for products or services supplied or rendered by Tenant at the Premises or otherwise. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LANDLORD BE CONSTRUED OR HELD BY VIRTUE OF THIS LEASE OR OTHERWISE TO BE AN EMPLOYER, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF TENANT IN THE CONDUCT OF TENANT'S BUSINESS, NOR SHALL LANDLORD BE LIABLE FOR ANY DEBTS OR LIABILITIES INCURRED BY TENANT IN THE CONDUCT OF TENANT'S BUSINESS. TENANT IS NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LANDLORD.

## **11. TENANT COVENANTS.**

Tenant hereby covenants and agrees as follows:

11.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for Tenant's operation at the Premises.

11.2 Tenant shall not make any alterations, additions, or improvements to the Premises other than any approved alterations, additions, or improvements pursuant to Section 6 hereof.

11.3 Tenant shall comply with the Rules and Regulations and all Laws regarding the use and occupancy of the Premises.

11.4 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Substances. Tenant shall, only to the extent permissible by law, be responsible for contamination caused by Tenant during the term of its tenancy period (or those of its invitees, employees, contractors or agents). In no event, shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant.

Tenant shall not be responsible for environmental contamination of the Premises or Building by any Hazardous Substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Substances, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

## **12. LANDLORD COVENANTS; WARRANTIES AND REPRESENTATIONS.**

Landlord covenants, warrants and represents, and agrees as follows:

12.1 Landlord is the owner in fee simple of the Premises and will not transfer its interest in the Premises without first giving one hundred and eighty (180) days prior notice to Tenant.

12.2 Landlord has the full power, right and authority to enter into and execute this Lease, subject to approval by City Council.

12.3 Those persons whose signatures are hereinafter evidenced on this Lease on behalf of Landlord are duly authorized signatories of Landlord, fully empowered to commit and bind Landlord to those certain terms, covenants and conditions set forth herein for the Term of this Lease.

12.4 Landlord shall be solely responsible for the cost and timely performance of remediation of any Hazardous Substances which were caused by Landlord prior to the commencement of this Lease or during the term of this Lease. Tenant shall not be responsible for the release of any Hazardous Substances caused by Landlord on the Premises or Building as defined by the following statutes, but limited thereto: Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.) and all present or future regulations thereto; Department of Transportation Hazardous Materials Table (49 C.F.R. Part 172); and amendments thereto.

12.5 To Landlord's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting Landlord or the Premises which would prevent Landlord from meeting any of its obligations under this Lease or adversely affect Tenant's use or occupancy of the Premises or prohibit Tenant from developing or operating the Premises.

12.6 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

## **13. LANDLORD'S RIGHT OF ENTRY.**

Landlord shall have the right to enter the Premises at all reasonable hours during the Term for inspection, maintenance, and repair, and with twenty-four (24) hours' advance notice with prospective tenants (and in emergencies at all times). Specifically, Landlord shall have the right to inspect the Premises. Except in the case of an emergency, Landlord shall endeavor to provide advance notice to

Tenant of such entry; however, failure to provide such notice shall in no event constitute a default of Landlord hereunder. In the event of an emergency, or if otherwise necessary to prevent injury to persons or damage to property, such entry to the Premises may be made by reasonable force without any liability whatsoever on the part of Landlord for any resulting damage. Landlord will use reasonable efforts to minimize disruption to Tenant's business while inspecting, maintaining and/or repairing the Premises as provided herein.

#### **14. RISK OF LOSS.**

All personal property, fixtures, and inventory located in or about the Premises belonging to Tenant or any Invitee of Tenant shall be at the sole risk of Tenant and Tenant's Invitees. Landlord is not responsible for any lost, damaged, or stolen personal property of Tenant or Tenant's Invitees. Landlord is not responsible for damage or injury to Tenant or any Invitee of Tenant or their respective property caused by fire, water, snow, frost, steam, heat, cold, dampness, falling plaster or other debris, sewers or sewage, gas, odor, noise, the bursting or leaking of pipes, plumbing, electrical wiring or equipment or fixtures of any kind, or of any other extended coverage perils, or by any act or neglect of any other person, except if such loss is the direct result of gross negligence or willful misconduct of Landlord.

#### **15. INSURANCE.**

15.2 Insurance. Tenant shall comply with the insurance requirements set forth herein during the Term. To the extent permitted by applicable Laws, Landlord reserves the right to adjust or waive any insurance requirements contained in this Lease. Tenant may self-fund its insurance requirements.

15.2.1 Evidence of Insurance Required Before Term Commences. **No use or occupancy under the Lease may be commenced until all insurance requirements contained herein, or required by applicable Laws, have been complied with by Tenant and evidence of such compliance satisfactory to Landlord as to form and content has been provided to Landlord.** As of the Effective Date, Tenant must provide Landlord with a Certificate of Insurance that clearly and unconditionally indicates that Tenant has complied with all insurance requirements set forth in this Lease.

15.2.2 Minimum Financial Security Requirements. All companies providing insurance required by this Lease must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Tenant to Landlord certifying that all insurance requirements set forth in this Lease have been unconditionally satisfied. Companies providing insurance under the Lease must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to Landlord, Landlord shall so notify Tenant in writing, and Tenant must promptly obtain a new policy or bond issued by an insurer acceptable to Landlord and submit to

Landlord evidence of its compliance with these conditions.

15.2.3 No Waiver of Liability. Tenant's failure to comply with the insurance requirements set forth in this Lease will not relieve Tenant from any liability hereunder.

15.2.4 Insurance Required for Entire Term of Lease. All insurance required by this Lease must be maintained during the entire Term. Tenant shall retain the right to satisfy any and all of the insurance obligations under this Lease by means of a self-funded plan or program.

15.2.5 Agent Acting as Authorized Representative. Each and every agent acting as authorized representative on behalf of a company affording coverage under this Lease shall warrant when signing the ACORD certificate of insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the accord certificates of insurance as evidence of such coverage. Landlord's coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions. In addition, each and every agent shall warrant when signing the ACORD certificate of insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

15.2.6 Certificate Holder. The **City of Atlanta** must be named as a certificate holder on all policies of insurance required of Tenant under this Lease. All notices must be mailed to the attention of **City of Atlanta Enterprise Risk Management at 68 Mitchell Street SW, Suite 9100, Atlanta, Georgia 30303**. In the event that any carrier providing insurance hereunder cannot comply with the requirement of naming the City of Atlanta as certificate holder, then Tenant must notify Landlord in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (5) days of any notices received from any insurance carrier providing insurance coverage under this Lease that concern the proposed cancellation or termination of coverage:

City of Atlanta  
Enterprise Risk Management 68  
Mitchell St. SW, Suite 9100  
Atlanta, Georgia 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Tenant shall provide Landlord with evidence of required insurance prior to the Effective Date and any entry onto the Premises, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

15.2.7 Premises. The address of the Premises and name of Tenant must be referenced in the description section of the insurance certificate.

15.2.8 Additional Insured Endorsements Form CG 20 26 07 04 or equivalent. Landlord must be covered as an additional insured under all insurance (except worker's compensation and professional liability) required by this Lease and such insurance must be primary with respect to the additional insured. **Tenant must submit to Landlord an additional insured endorsement evidencing Landlord's rights as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this Lease. Endorsement must not exclude**

**the additional insured from products - completed operations coverage. Landlord shall not have liability for any premiums charged for such coverage.**

15.2.9 Self-Insured Retentions, Deductibles or Similar Obligations. Any self-insured retention, deductible or similar obligation will be the sole responsibility of Tenant.

15.2.10 Workers' Compensation and Employer's Liability Insurance. Tenant shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work for Tenant:

Workers' Compensation.....	<b>Statutory (O.C.G.A. Title 34, Chapter 9)</b>
Employer's Liability:	
Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

Notwithstanding the foregoing, the requirements of this Section 14.2.10 shall not apply to any Tenant that employs fewer than three (3) regular employees, per O.C.G.A. § 34-9-2(a)(2).

15.2.11 Commercial General Liability Insurance. Tenant shall procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants (if applicable)
- Additional Insured Endorsement (primary & non-contributing in favor of Landlord); and
- Waiver of Subrogation in favor of Landlord.

15.2.12 Commercial Automobile Liability Insurance. Tenant must procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles; and
- Waiver of Subrogation in favor of the City of Atlanta.

15.2.13 Builders Risk / Installation Floater. Tenant or its Contractor shall procure and maintain a policy for Builders Risk/Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored

by the Tenant or its Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to 100 percent of the value of the renovations and repairs. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

15.2.14 Personal Property Insurance. Tenant shall at all times during the Term maintain insurance for the full replacement value of Tenant's personal property, fixtures, inventory, and all contents of the Premises.

## **16. EVENTS OF DEFAULT; REMEDIES.**

16.1 Events of Default. The happening of any one or more of the following events ("Event(s) of Default") during the Term, shall constitute a breach of this Lease on the part of Tenant:

16.1.1 Tenant fails to pay Rent or any other amount due as required under this Lease and such failure continues for ten (10) days after Rent or such other amount becomes due and provided notified as such;

16.1.2 Tenant vacates or abandons the Premises;

16.1.3 Tenant fails to comply with or abide by and perform any other provision or obligation imposed on Tenant under this Lease and fails to cure such default within forty-five (45) days after the date of written notice of default; however, provided that Tenant shall be afforded an opportunity to cure such default within the forty-five (45) day period or within such a reasonable time as may be required to cure the default. In the event that such failure shall be of such nature that it cannot reasonably be cured completely within such forty-five (45) day period, Tenant shall not be deemed to be in default if Tenant commences to cure the default within the forty-five (45) day cure period and thereafter diligently and in good faith proceeds to the remedy the default;

16.1.4 Tenant is adjudicated bankrupt or either voluntarily or involuntarily takes advantage of any debt or relief proceedings under any present or future Law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;

16.1.5 A permanent receiver is appointed for Tenant's property;

16.1.6 Tenant makes an assignment for the benefit of creditors; or

16.1.7 Tenant's effects are levied upon or attached in any proceeding against Tenant.

16.2 Remedies. Upon the occurrence of any Event of Default and the notice to cure period has expired under the Lease, Landlord may pursue any one or more of the following remedies without notice or demand whatsoever except as expressly provided in this Lease.

16.2.1 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and expel or remove Tenant and all persons and entities claiming

by or through Tenant and all property belonging to or placed on the Premises by or at the direction of Tenant, by force if necessary, without being liable to prosecution or any claim for damages.

16.2.2 Landlord may, at its option and with or without terminating this Lease, also declare the difference, if any, between (i) the entire amount of the Rent which would become due and payable during the remainder of the Term, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed-upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. § 13-6-7. Landlord hereby waives any claim for indirect, special or consequential damages against Tenant.

16.2.3 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-let the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting; and if this Lease shall not have been terminated, Tenant shall continue to pay all Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the Term of this Lease the difference, if any, between the rent and other charges collected from any subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rent reserved herein.

16.2.4 Notwithstanding the foregoing or anything to the contrary contained in this Lease, if Tenant defaults on more than two (2) occasions during the Term, then regardless of whether Tenant acts to remedy or cure the same, Landlord shall have the right to immediately terminate this Lease without notice to Tenant, and may remove all property of Tenant from being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord actually incurs by reason of the Tenant's default, not to exceed those as specified in Section 16.2.2.

16.2.5 The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise. All remedies provided in this Lease are cumulative and may be exercised alternatively, successively or in any other manner. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided.

16.2.6 All agreements and provisions to be performed by Tenant under this Lease shall be at the sole cost and expense of Tenant and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder or violates any provision of this Lease and such failure or violation shall continue for thirty (30) days after notice thereof by Landlord, Landlord is hereby empowered and Landlord may, but shall not be obligated to, make any such payment, perform any such other act or correct any such violation on Tenant's part to be made, performed or observed under this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rental hereunder and shall be payable to Landlord within thirty (30) days after receipt of written demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default

by Tenant in the payment of Rent.

## **17. REMEDIES OF DEFAULT AVAILABLE TO TENANT**

17.1 Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this Lease. Notwithstanding anything to the contrary set forth in this Lease, 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.

17.2 All expenses incurred by Tenant in exercising Tenant's right to cure a Landlord default under this paragraph shall be payable by Landlord to Tenant within forty-five (45) days after written demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. Notwithstanding anything in this Lease to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents, invitees or contractors. 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 Tenant 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 without prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

## **18. VACATING PREMISES; ABANDONED PERSONAL PROPERTY.**

18.1 Vacating the Premises. Upon the expiration or termination of this Lease, Tenant shall vacate and surrender the Premises and promptly remove all of its effects, personal property and equipment. Tenant shall completely repair, at Tenant's expense, any and all damage to the Premises or the Building resulting from or caused by such placement or removal by restoring the Premises and the Building to the condition when Tenant accepted the Premises as of the Effective Date, normal wear and tear and casualty excepted. The covenants and conditions of this Section survive any expiration or termination of this Lease.

18.2 Abandoned Personal Property. If Tenant fails or refuses to remove its effects, personal property or equipment from the Premises upon the expiration or termination of this Lease for any cause whatsoever, having been notified as such; such effects, personal property and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord. Tenant shall pay to Landlord within thirty (30) days of written demand any

and all expenses incurred by Landlord in the removal of such property, caused by the removal of such property and all storage charges (if Landlord elects to store such property). The covenants and conditions of this Section survive any expiration or termination of this Lease.

**19. HOLDING OVER.**

19.1 If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease with Landlord's consent but without the execution of a new lease or any written agreement of the Parties, then Tenant shall be deemed a tenant-at-will and, commencing on the date following the date of such expiration or termination, shall owe rental payments to Landlord in an amount equal to one hundred twenty-five percent (125%) times the Rent payable by Tenant immediately preceding such expiration or termination, and shall be otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

18.2 In no event shall there be any renewal of this Lease by operation of law after the termination or expiration of this Lease.

**20. NOTICES.**

All notices required or permitted to be given under this Lease must be in writing and delivered (i) in person, (ii) by recognized national overnight delivery service, or (iii) by registered or certified U.S. Mail, return receipt requested, postage prepaid. Any such notice will be deemed received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of recognized national overnight delivery service, on the date of deposit with such service, (iii) in the case of registered or certified mail, on the date receipt is acknowledged on the return receipt for such notice. If delivery is rejected or refused or a courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no proper notice was given pursuant hereto, then the notice will be deemed received on the first date of such rejection, refusal or inability to deliver. All such notices must be addressed to the Parties at their respective addresses below or at such other address as either party may give to the other by notice in compliance with this Section.

Tenant's Notice Address:

Fulton County  
Attention: Dir. of Real Estate & Asset Management  
141 Pryor Street, Suite 6001  
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

Landlord's Notice Address:

City of Atlanta  
Department of Enterprise Assets Management  
Attn: Director of Real Estate  
55 Trinity Avenue, SW, Suite G-139  
Atlanta, Georgia 30303

With a copy to:

City of Atlanta Department of Law  
Attn: City Attorney  
55 Trinity Avenue SW, Suite 5000  
Atlanta, Georgia 30303

## **21. DESTRUCTION; DAMAGE; CONDEMNATION.**

21.1 Notice. Tenant and Landlord agree to give each other written notice of any damage or destruction to the Premises, including damage by fire or other casualty, promptly after such damage occurs.

21.2 Total Destruction or Material Damage. If the Premises are totally destroyed or so substantially damaged as to be wholly untenable, whether by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Rent shall be accounted for as between Landlord and Tenant as of such date.

21.3 Partial Damage. If the Premises are damaged by any such casualty or closed by Landlord in the interest of public health, but not wholly destroyed or rendered wholly untenable, then Rent shall abate in proportion to the use of the Premises affected, all insurance proceeds shall be paid to Landlord, and Landlord shall proceed diligently to restore the Premises to substantially the same condition as before the damage, whereupon payment of full Rent shall recommence; provided, however, that Landlord may elect to terminate this Lease if the damage shall be so extensive that the same cannot be reasonably repaired and restored within one hundred twenty (120) days from the date of the casualty. In such event, Rent shall be apportioned and paid up to the date of such casualty.

21.4 Condemnation. If all of the Premises or improvements to the Premises are taken or condemned for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if such a part of either is taken or condemned so as to render the remainder thereof unsuitable for Tenant's purpose, this Lease shall terminate on the date that the condemning authority actually takes possession of the part condemned in the same manner as if the date of such taking were

the date originally fixed in this Lease as the expiration of the Term. If this Lease is not so terminated, or upon a taking not within the scope of the foregoing, Rent shall abate in proportion to the area of the Premises taken. In no event shall Tenant have any right or claim to any part of any award made to or received by Landlord for such taking, or against Landlord for the value of any unexpired Term of this Lease; provided, however, Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for any permitted renovations completed by Tenant, and removal and relocation costs. Landlord reserves, and Tenant grants to Landlord, all other rights which Tenant may have for damages or injury to the Premises for any taking or eminent domain.

## **22. MISCELLANEOUS.**

22.1 Entire Agreement. This Lease and the Exhibits attached hereto contain the entire agreement of the Parties hereto, and no other representations, inducements, promises or agreements between the Parties, oral or otherwise, not embodied herein, will be of any force or effect. This Lease may not be modified except by written agreement signed by the Parties hereto. No consent or approval of Landlord will be effective for any purpose unless Landlord executes a written instrument setting forth such consent or approval.

22.2 Headings. The section headings in this Lease are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Lease.

22.3 No Waiver. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof will constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

22.4 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of Georgia. The Parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Lease.

22.5 Encumbrances; Assignment and Subleasing. Tenant shall not mortgage, pledge, or otherwise encumber the Property, the Building, the Premises, this Lease or any interest herein or any right or privilege appurtenant thereto, and any mortgage or encumbrance so made shall be null and void. Tenant may not sublease all or any portion of the Premises or assign this Lease without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant may with the written consent of the Landlord, assign its lease interests to an alternate Tenant user department, which consent will not be unreasonably withheld. Any sublease or assignment made without Landlord's prior written consent shall be null and void ab initio. The provisions of this Lease will bind and inure to the benefit of Landlord and Tenant and their respective permitted successors, heirs, legal representatives, and assigns.

22.6 Force Majeure. Each of Landlord and Tenant shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such party.

22.7 Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof which may now or hereafter affect Landlord's interest in the fee title to the Premises. In confirmation of such subordination, Tenant shall, upon demand, at any time, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be reasonably requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof.

22.8 Attornment. If the holder of any mortgage, deed to secure debt, deed of trust, bond indenture, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon any such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease.

22.9 Estoppel. At any time and from time to time, Tenant, on or before the date specified in a request therefor made by Landlord, which date shall not be earlier than twenty (20) days from the making of such request, shall execute, acknowledge and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord a certificate (in a form to be reasonably required by Landlord) setting forth the Rent Commencement Date, expiration date of the Term, and the current amount of the monthly Rent, if any, payable hereunder, and stating whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing events of default on the part of any party hereunder to the knowledge of such party and specifying the nature of such events of default, if any; and (iv) the date through which Rent has been paid. Any such assignee, mortgagee or other party may rely upon the certificate delivered by Tenant hereunder.

22.10 Severability. If any clause or provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Lease and the unaffected terms and provisions shall remain in full force and effect.

22.11 Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as independent covenants of Tenant, not dependent on any other provisions of this Lease.

22.12 Modification. This Lease may be modified or amended only by written agreement signed by both Parties.

22.13 Construction; Opportunity to Consult with Counsel. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party drafting or causing the Lease to be drafted. Tenant has carefully read this Lease and understands it. Tenant executes this Lease as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

22.14 Time of Essence. Time is of the essence in the performance of this Lease and all covenants and provisions contained herein.

22.15 Counterparts; Facsimile Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Lease, 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.

22.16 Authority. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute this Lease on behalf of Tenant or Landlord, as applicable, and that Tenant and Landlord, as applicable, have the full right and authority to execute and deliver this Lease.


22.17 Exhibits. The following Exhibits are attached hereto and made a part of this Lease by this reference:

Exhibit "A" – Floor Plans of Premises

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

**TENANT:**

FULTON COUNTY, a political subdivision of the State of Georgia

By:   
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:  
By:   
Tonya Grier  
Clerk of Commission



APPROVED AS TO FORM:

By:   
Y. Soo Jo  
County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ITEM # 26-083 FRM 04/01/24  
FIRST REGULAR MEETING

ATTEST:

By: \_\_\_\_\_  
MUNICIPAL CLERK (Seal)

**LANDLORD:**

**CITY OF ATLANTA**, a municipality  
organized under the laws of the State of  
Georgia

By: \_\_\_\_\_  
Name: Andre Dickens  
Title: Mayor

RECOMMENDED:

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

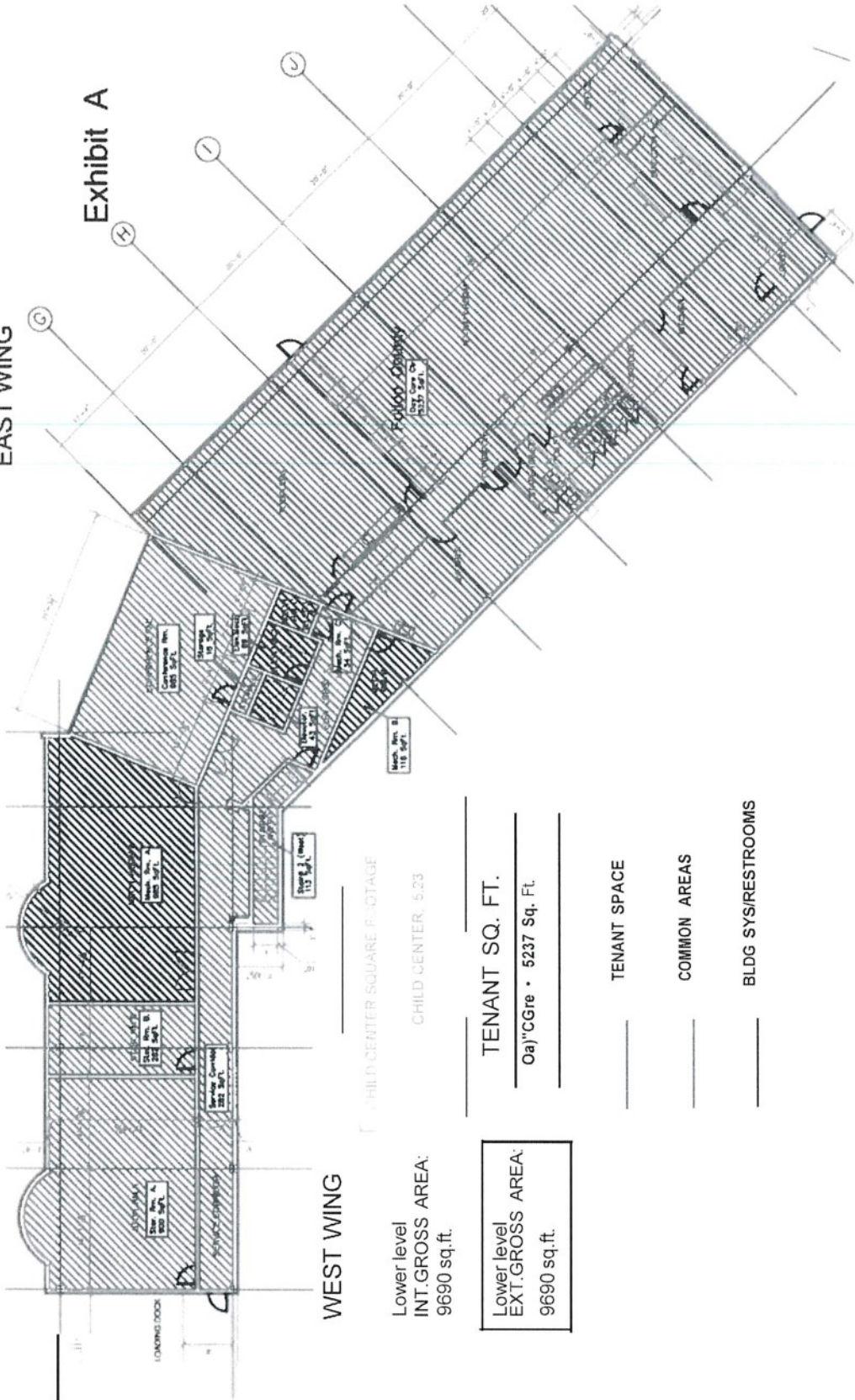
By: \_\_\_\_\_  
CITY ATTORNEY

**Exhibit A**  
**Floor Plans of Premises**

*[See following page]*

**EAST WING**

**Exhibit A**



**WEST WING**

Lower level  
INT. GROSS AREA:  
9690 sq.ft.

Lower level  
EXT. GROSS AREA:  
9690 sq.ft.

**TENANT SQ. FT.**

Oa) CGre • 5237 Sq. Ft.

TENANT SPACE

COMMON AREAS

BLDG SYS/RESTROOMS

FLOOR PLAN - LOWER LEVEL  
SCALE: 1/16" = 1'-0"

CITY OF ATLANTA  
CIVIL HALL  
150 N. W. AVENUE  
ATLANTA, GA 30303

J.C. SHROPE  
COMMUNITY  
CENTER



Architectural Firm Name

Project Name

LOWER LEVEL (PART)

Scale: 1/16" = 1'-0"  
Drawing Number: A-L