

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), entered into as of the 6th day of November 2024 (“Effective Date”), between **Fulton County, Georgia** (“Lessor”) and the **City of Sandy Springs, Georgia** (“Lessee”) (Lessor and Lessee are each a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, Lessor currently owns and operates the Sandy Springs Library, located at 395 Mount Vernon Highway, NE, Atlanta, Fulton County, Georgia, said property being depicted on Exhibit A, attached hereto and incorporated herein by reference, and occupying Tax Parcel IDs: 17-007100010296, 17-007100010312, 17-007100010304, 17-007100010320, 17-007100010361, 17-007100010379, and 17-007100010346 (collectively, the “Library Site”); and

WHEREAS, the Library Site includes a Reading Garden (“Reading Garden”), located on Tax Parcel ID 17-007100010346, as identified on Exhibit B, which features a walking meditation labyrinth and benches where patrons can enjoy reading; and

WHEREAS, Lessee desires to assume the responsibility for and enhance the maintenance, care, and landscaping of the Reading Garden, and Lessor desires to allow Lessee to assume such responsibilities; and

WHEREAS, the Parties desire to enter into this Lease pursuant to which Lessee shall lease the Reading Garden on the Library Site (hereinafter, defined as the “Leased Premises”) from Lessor in order to perform such responsibilities; and

WHEREAS, the Parties are authorized to enter into this Lease pursuant to their home rule powers found respectively in Art. 9, Section 2, Paragraph 1 of the Georgia Constitution (Home Rule of Counties) and O.C.G.A. §§ 36-35-1 to -8 (The Municipal Home Rule Act of 1965).

NOW, THEREFORE, in consideration of the premises and the mutual promises between the Parties hereto, and the terms and conditions herein set forth, it is understood and agreed as follows:

1. Description of Leased Premises; Authority.

1.1 Leased Premises. The property hereby leased to the Lessee by this Lease consists of the Reading Garden, as more particularly identified in Exhibit B, attached hereto and incorporated by reference (such property being hereinafter referred to as the “Leased Premises”).

1.2 Authority. Lessee and Lessor each represent and warrant to the other that (i) the execution and delivery of this Lease has been duly authorized by all requisite authority, and (ii) the Lease is legally binding and enforceable against each party in accordance with its terms.

2. Use of Leased Premises. Lessee shall have the right to use and operate the Leased Premises for the following purposes: a reading garden, a public green space, a public park, library programming, and Lessee programming. In the event Lessee desires to use and operate the Lease Premises for a purpose not included herein, it shall obtain Lessor’s prior written approval.

3. Lease Term. The term of this Lease shall be for a period of twenty (20) years, commencing on the Effective Date, unless sooner terminated or extended pursuant to the terms and conditions of this Lease (the “Term”). Lessor is granting only a usufruct and no estate shall be deemed to have passed to Lessee by reason hereof.

4. Rent; Utilities; Maintenance and Repair.

4.1 Rent. The consideration for this Lease is the mutual promises set forth herein and no additional payments by Lessee to Lessor are required under this Lease.

4.2 Utilities. Lessor shall be responsible for the payment of utility costs for the Library Site, including the Lease Premises.

4.3 Maintenance and Repair. Lessee shall provide maintenance, care, and landscaping services on the Leased Premises. Such services shall include, but are not limited to, mowing; tree trimming; fertilizing of plants; clearing of leaves and branches; repairing and/or replacing benches as needed; maintaining the labyrinth; ensuring the Leased Premises are free of any dangers or hazards; and other basic maintenance and repair on an as-needed basis.

5. Default and Termination.

5.1 Default by Lessee. Lessee will be considered in default (following notice of default by Lessor and failure by Lessee to cure) under this Lease in the event Lessee fails to provide adequate maintenance, care, or repair as described in Section 4.3 herein.

5.2 Termination for Cause. Lessor may terminate this Lease for cause upon Lessee's default and failure to cure same in the time provided in the notice from Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

5.3 Termination for Convenience of Lessee. Lessee may terminate this lease for its convenience by providing ninety (90) days prior written notice to Lessor; upon such termination, this Lease shall be null and void and of no further force or effect and neither Lessor nor Lessee shall have any further rights or liabilities under this Lease.

5.4 Termination at the Option of the Lessor. Should Lessor need to utilize the Leased Premises for expansion of the Sandy Springs Library or for additional parking spaces on the Library Site, upon ninety (90) days written notice to Lessee, this Lease shall terminate absolutely and the Leased Premises shall revert to the Lessor, with Lessee being able to remove any item or personal property that it placed on the Leased Premises in the service of the Reading Garden.

6. Entry upon Premises. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the protection of its property, for inspection of the Leased Premises, or to access the Library Site. Further, nothing herein shall prohibit the Lessor from using the Leased Premises for purposes related to the operation of and programming for the Sandy Springs Library.

7. Improvements. All improvements on the Leased Premises prior to the Effective Date are the property of Lessor. Any substantial structures added as improvements to the Leased Premises during the Term of this Lease shall become the property of Lessor and shall not be removed at the expiration of the Term or earlier termination of this Lease, unless agreed to in writing by Lessor. Prior to an improvement being made, the parties shall mutually determine if the improvement is considered to be a substantial structure and whether Lessee will be able to remove the improvement at the end of the Lease Agreement. This decision shall be memorialized in writing and shall be an exhibit to this lease, as if fully incorporated herein. However, after the improvement is made, nothing herein shall be construed to prevent the parties from mutually agreeing at a later date to reconsider the initial decision on removal. In the event of damage or destruction to any improvement on the Leased Premises, if Lessee decides to replace the same, Lessee shall be responsible for the repair, replacement or reconstruction of the same, unless such responsibility is waived in writing by Lessor. For purposes of this Lease, the Lessor's representative for authorizing or denying Lessee's request to make an improvement to the Leased Premises is the Fulton County Manager, who shall provide his/her decision in writing. Lessee shall notify Lessor of Lessee's representative in writing.

8. Liability. Lessee shall be responsible for any damages caused by Lessee on the Leased Premises or any damages caused on the Leased Premises by someone under Lessee's control or direction. Lessee shall not be responsible for any damages caused by Lessor on the Lease Premises or by anyone under Lessor's control or direction. Lessor shall be responsible for any damages caused by Lessor on the Leased Premises or any damages caused on the Leased Premises by someone under Lessee's control or direction. Lessor shall not be responsible for any damages caused by Lessee on the Lease Premises or by anyone under Lessee's control or direction. Nothing herein shall be construed as a waiver of Lessee's or Lessor's sovereign immunity or any governmental immunity available to their officials, employees or agents.

9. Assignment and Subletting. The rights of the Lessee herein shall not be assigned or sublet, in whole or in part, to any other person, firm, corporation, or entity without the written consent of the Lessor, which consent shall not be unreasonably withheld.

10. Insurance. Lessee shall maintain insurance in the amounts set forth in Exhibit C, attached hereto and incorporated by reference. Lessee and Lessor shall have the right to self-fund any insurance coverage required under this Lease.

11. Hazardous Substance. Lessee shall not use, store, treat, discard or dispose of any hazardous substances in or about the Leased Premises, in violation of any Applicable Environmental Law (as hereinafter defined). For purpose of this Lease, “hazardous substances” shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the Environmental Protection Agency (“EPA”) and the list of toxic pollutants designated by Congress or the EPA under any applicable environmental law or legislation, as such lists may be supplemented, amended or newly enacted from time to time. To the extent that any of the applicable environmental laws of the State of Georgia establish a meaning for “hazardous substances” which is broader than that specified in any federal legislation or laws, such broader meaning shall apply. “Applicable Environmental Law” shall mean and include the collective aggregate of the following: any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or body exercising similar functions) or any restrictive covenant or deed restriction (recorded or otherwise) pertaining to the environmental and ecological condition of the Leased Premises.

12. Notices. Any notice required or permitted to be given hereunder shall be deemed to be given when hand-delivered or one (1) business day after pickup by Federal Express, UPS, or similar overnight express delivery service addressed to the parties at their respective addresses referenced below:

LESSEE: City of Sandy Springs
c/o Eden E. Freeman, City Manager
1 Galambos Way
Sandy Springs, Ga 30328

With a copy to:

City Clerk of Sandy Springs
c/o Raquel Gonzalez
1 Galambos Way
Sandy Springs, Ga 30328

LESSOR: Fulton County, Georgia
c/o County Manager
141 Pryor Road SW, Suite 10061
Atlanta, Georgia 30303

Fulton County, Georgia
c/o Director, Department of Real Estate and Asset
Management
141 Pryor Road SW, Suite G119
Atlanta, Georgia 30303

With a copy (which shall not constitute notice) to:

Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

13. Entire Agreement. This Lease constitutes the entire arrangement between the Lessor and Lessee regarding Lessee's leasing of the Leased Premises and there are no further written or oral agreements with respect thereto. No variation or modification of this Lease, and no waiver of its provisions, shall be valid unless in writing signed by the Lessor's and Lessee's duly authorized representatives.

14. MISCELLANEOUS PROVISIONS

14.1 Rights Cumulative. All rights, powers, and privileges conferred herein upon the parties hereto shall be cumulative but not restrictive of those given by law.

14.2 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Lease and nothing in this Lease, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors and permitted assigns), any rights, remedies, obligations or liabilities.

14.3 Captions. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

14.4 Time of the Essence. Time is of the essence of this Lease.

14.5 Leasehold Estate. This Lease shall create a leasehold estate in Lessee, not a usufruct under Georgia law.

14.6 Severability. This Lease is intended to be performed in accordance with and only to the extent permitted by applicable law. If any clause or provision of this Lease or the application thereof to any person or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws, rule or regulation of any governmental body, or becomes unenforceable for any reason, the intention of the Parties hereto is that the remaining parts of this Lease and the application of such provision to other persons or circumstances shall not be thereby affected, but rather shall be enforced to the greatest extent permitted by law.

14.7 No Waiver of Rights. No failure or delay by Lessor to exercise any right or power given it or to insist upon strict compliance by Lessee with any obligation imposed on it, and no custom or practice of either Party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Lessor or any right it has herein to demand strict compliance with the terms hereof by Lessee.

14.8 Governing Laws. This Lease shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

14.9 Force Majeure. The Parties shall be excused from the performance of any of their respective obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, services, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such Party.

14.10 Counterparts. This Lease may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The Parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to

the enforcement of the terms of this Lease based on the use of an electronic, facsimile or .pdf signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals the day and year first above written.

LESSEE:

CITY OF SANDY SPRINGS, GEORGIA

By: _____

Name: Rusty Paul

Title: Mayor

(SEAL)

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

[Signatures Continued on Following Page]

LESSOR:

FULTON COUNTY, GEORGIA



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

ATTEST:



Tonya R. Grier, Clerk to the Commission



APPROVED AS TO FORM



Y. Soo Jo, County Attorney

ITEM # 24-1097 FRM 11/6/24
FIRST REGULAR MEETING

EXHIBIT A

Library Site



EXHIBIT B

Leased Premises



EXHIBIT C

Insurance Requirements

The following are the minimum insurance coverages and limits that Licensor and Licensee must maintain.

Each party shall provide the other party with Certificates of Insurance, written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A.

Any and all insurance coverage(s) required under the terms and conditions of the Lease shall be maintained during the entire term of the Lease.

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	\$1,000,000
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4. UMBRELLA LIABILITY (In excess of above noted coverages)	Each Occurrence	\$1,000,000
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Certificates of Insurance

Each Party shall provide written notice to the other Party immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are

to list the County or the City, as the case may be, and their respective officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

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