



Fulton County Board of Commissioners  
**Agenda Item Summary**

# 19-0996

**BOC Meeting Date**  
12/4/2019

**Requesting Agency**

Real Estate and Asset Management

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

A Resolution approving a First Amendment To Lease Agreement between Fulton County, Georgia (Lessor) and Classic Cadillac Atlanta Corporation (Lessee) for a portion of the North Fulton Service Center Parking Lot at 7741 Roswell Road in Sandy Springs, Georgia for the purpose of parking Lessee's surplus car inventory at this location; Authorizing the Chairman Or County Manager to Execute the First Amendment and related documents; Authorizing the County Attorney to approve the First Amendment and related documents as to form and make modifications thereto prior to execution. The extension is for three (3) years commencing on January 1, 2020.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

According to O.C.G.A. § 36-60-13, each county or municipality in this State shall be authorized to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services and supplies.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

**Is this a purchasing item?**

No

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

**Scope of Work:** On January 4, 2017 as Agenda Item # 17-0021 the Fulton County Board of Commissioners approved a lease agreement that granted use of excess parking spaces at 7741 Roswell Road to Classic Cadillac Atlanta Corporation for a lease term ending December 31, 2019. Classic Cadillac Atlanta Corporation has requested the approval of the Fulton County Board of Commissioners to extend the term of their current lease for an additional three years. The County will receive a monthly rental income of \$3,000.00 (\$36,000 per year) during the 3 year extension term of the lease agreement, as amended.

Pending the approval of the Board of Commissioners, the term of the Second Amendment to Lease Agreement will be for a period of three years beginning on January 1, 2020, subject to automatic renewal on December 31<sup>st</sup> of each year and expiring on December 31, 2022. In no event shall this lease continue beyond December 31, 2022 unless extended by mutual consent as provided for in the lease and approved by the Fulton County Board of Commissioners.

In accordance with County Policy the approval of the Fulton County Board of Commissioners is

Agency Director Approval		County Manager's Approval
Typed Name and Title Joseph N. Davis	Phone 404-612-3772	
Signature	Date	

required to modify or extend the term of all contractual agreements in which the County is a party to the agreement.

**Community Impact:** The extension of the lease agreement does not impact current onsite operations and services provided and the lease amendment contains language that allows the County to interrupt the lease term if it is deemed by the Department of Registration and Elections that additional parking spaces are needed to accommodate voting activities.

**Department Recommendation:** The Department of Real Estate and Asset Management recommends approval of the Second Amendment to Lease Agreement to extend the lease term by three years, retaining the appropriate early termination language to insure control of the real estate in the event that an urgent County use should arise.

**Project Implications:** In accordance with the terms of the lease agreement, the designated portion of the parking lot will not be available for public parking as a matter of course. The lease of the parking spaces would benefit the County by continuing the receipt of unanticipated rental income.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

**History of BOC Agenda Item:** On March 16, 2016, the Fulton County Board of Commissioners approved Agenda Item #16-0261 which included a lease agreement with Classic Cadillac Atlanta Corporation for the parking spaces in the reserve parking lot at the North Fulton Service Center. On January 4, 2017, as Agenda Item 17- 0021, at the request of the Department of Real Estate and Asset Management the Board of Commissioners approved an amendment to the then-current lease that included language allowing Fulton County to interrupt Classic Cadillac Atlanta Corporation's usage of the parking if the County required the additional parking for elections activities.

<b>Contract &amp; Compliance Information</b>	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
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Revised 03/12/09 (Previous versions are obsolete)

**# 19-0996**

<b>Solicitation Information</b>	<b>NON-MFBE</b>	<b>MBE</b>	<b>FBE</b>	<b>TOTAL</b>
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> The County will receive a monthly rental income of \$3,000.00 during the term of the lease agreement and the funds will be deposited into funding line 100- 999-S100-5230.				
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Exhibit 1 Second Amendment To Lease Agreement  Exhibit 2 "Request approval to execute a Second Amendment to Lease Agreement between Fulton County, a political subdivision of the State of Georgia (Lessor) and Classic Cadillac Atlanta Corporation, a commercial enterprise (Lessee) for a portion of the North Fulton Service Center parking lot at 7741 Roswell Road in Sandy Springs, Georgia, for the purpose of parking Lessee's surplus car inventory, and to authorize the County Attorney to approve the Second Amendment to Lease Agreement as to form and substance prior to execution by the Chairman."				
<b>Source of Additional Information</b> <i>(Type Name, Title, Agency and Phone)</i> Linda DuBose Alexander, Real Estate Specialist 404-612-7276				

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b> Joseph N. Davis	<b>Phone</b> 404-612-3772	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Continued

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .

**Description:** .**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Davis, Joseph	Date: 11/25/2019
X	County Attorney:	Stewart, Denva	Date: 11/24/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/25/2019

1 A RESOLUTION APPROVING A FIRST AMENDMENT TO LEASE  
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LESSOR) AND  
3 CLASSIC CADILLAC ATLANTA CORPORATION (LESSEE) FOR A PORTION  
4 OF THE NORTH FULTON SERVICE CENTER PARKING LOT AT 7741  
5 ROSWELL ROAD IN SANDY SPRINGS, GEORGIA FOR THE PURPOSE OF  
6 PARKING LESSEE'S SURPLUS CAR INVENTORY AT THIS LOCATION;  
7 AUTHORIZING THE CHAIRMAN OR COUNTY MANAGER TO EXECUTE THE  
8 FIRST AMENDMENT AND RELATED DOCUMENTS; AUTHORIZING THE  
9 COUNTY ATTORNEY TO APPROVE THE FIRST AMENDMENT AND  
10 RELATED DOCUMENTS AS TO FORM AND MAKE MODIFICATIONS  
11 THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES  
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15 WHEREAS, Fulton County, Georgia, is a political subdivision of the State  
16 Georgia and is committed to the practice maximizing the utility of its real property  
17 assets; and

18 WHEREAS, it is a County initiative that all people trust the Government to  
19 be efficient, effective and fiscally sound; to manage its finances wisely; and to  
20 develop and follow policies that promote both efficient and effective practices in  
21 all areas to include the use of its underutilized real property assets; and

22 WHEREAS, the Fulton County Board of Commissioners approved a  
23 lease agreement with Classic Cadillac Atlanta Corporation at the Board of  
24 Commissioners meeting held January 4, 2017 as Agenda Item # 17-0021 to allow  
25 this company to use the North Service Center parking area for the company's  
26 excess parking capacity of its vehicles; and

27 WHEREAS, it is the mutual desires of Fulton County and Classic Cadillac  
28 Atlanta Corporation to extend the lease term inclusive of renewal options for an  
29 additional three years and necessary rental payments; and

1           **WHEREAS**, the extension of the current lease with Classic Cadillac  
2 Atlanta Corporation for the continued use of the County’s reserve parking lot at  
3 7741 Roswell Road is deemed to be in the best interests of Fulton County.

4           **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of  
5 Commissioners of Fulton County hereby approves the First Amendment to a  
6 Lease Agreement and authorizes the Chairman or County Manager to execute  
7 the First Amendment to Lease Agreement and related documents between  
8 Fulton County and Classic Cadillac Atlanta Corporation, in substantially the form  
9 attached hereto as Exhibit “A.”

10          **BE IT FURTHER RESOLVED**, that the County Attorney is hereby  
11 authorized to approve the First Amendment to Lease Agreement and related  
12 documents as to form and make necessary modifications thereto prior to  
13 execution.

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

17          **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**FULTON COUNTY BOARD OF COMMISSIONERS**

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Robert L. Pitts, Chairman

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ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrise Perkins-Hooker  
County Attorney



STATE OF GEORGIA  
COUNTY OF FULTON

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** ("Amendment") made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein "Lessor" or the "County") and **Classic Cadillac Atlanta Corporation**, a corporation authorized to transact business within the State of Georgia (herein "Lessee").

**WITNESSETH**

**WHEREAS**, on the 4<sup>th</sup> day of January 2017, Classic Cadillac Atlanta Corporation and the County executed a Lease Agreement (the "Original Lease") for a portion of that real property and improvement thereon located at 7741 Roswell Road, Sandy Springs, Georgia 30350, in Fulton County, that area called the Reserve Parking Lot (the "Demised Premises"), wherein the County leased the Demised Premises to Lessee under those terms and conditions set forth in said Lease; and

**WHEREAS**, Lessor and Lessee desire to extend the lease term of the Original Lease and to amend certain other terms and conditions of the Original Lease, attached hereto as Exhibit "A", by means of this First Amendment.

**NOW THEREFORE**, in consideration of the Demised Premises and for the purpose of conforming said Lease, as amended, to the intention of the parties, it is hereby agreed that said Lease shall be amended and modified by this First Amendment to provide as follows:

1.

Paragraph 2, Lease Term, of the Original Lease is hereby amended to reflect the extension of the term of the Original Lease, for there (3) additional years. The term of the Original Lease, as amended, is hereby extended for a period of thirty-six (36) months beginning on January 1, 2020, and expiring on December 31, 2022. In no event shall this Original Lease, as amended, continue beyond December 31, 2022 unless extended by mutual consent as provided for in the Original Lease and approved by the Fulton County Board of Commissioners.

2.

Provision for Early Termination. For any reason other than the County's need for the use of the Demised Premises for elections purposes, the Lease may be terminated by either Landlord or Tenant with 90 days advance written notice (the "Notice of Lease Termination") to the non-terminating party.

3.

Paragraph 3 of the Original Lease, as amended is hereby amended by three (3) years, as follows:

Year 1:            January 1, 2020 to December 31, 2020  
                         \$36,000.00 per annum payable \$3,000.00 per month

Year 2:            January 1, 2021 to December 31, 2021:  
                         \$36,000.00 per annum payable \$3,000.00 per month

Year 3 :            January 1, 2022 to December 31, 2022:  
                         \$36,000.00 per annum payable \$3,000.00 per month

4.

Except as hereinabove set forth in this Amendment, the terms and conditions of the Lease shall remain in full force and effect.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, the said parties have hereunto set their seals by their duly authorized agents, the day and year first above written.

**"LESSOR"**

**Fulton County, a political Subdivision of the State of Georgia**

**"LESSEE"**

**Classic Cadillac Atlanta Corporation, a Georgia Corporation**

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

By: \_\_\_\_\_  
Michael Domenicone  
President

ATTEST

ATTEST

By: \_\_\_\_\_  
Tonya R. Grier, Interim Clerk to the Commission

By: \_\_\_\_\_

APPROVED AS TO FORM

This \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Office of the Fulton County Attorney

STATE OF GEORGIA

COUNTY OF FULTON

LEASE AGREEMENT

**NORTH FULTON SERVICE CENTER RESERVE PARKING LOT LEASE AGREEMENT** (this "Lease Agreement") made and entered into this 4<sup>th</sup> day of January, 2017 (the "Effective Date"), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein "Lessor" or the "County") and **Classic Cadillac Atlanta Corporation**, a corporation within the State of Georgia (herein "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor owns and operates the North Fulton Service Center at 7741 Roswell Road (the "Property"), as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference, for the benefit of the citizens of Fulton County; and

**WHEREAS**, there are various parking lots on the Property that are utilized to varying degrees by the employees and citizens of the County; and

**WHEREAS**, the parking lot at the southeast corner of the Property, comprising approximately 50 spaces, was made available by lease to Lessee in April 2016; and

**WHEREAS**, the former lease was interrupted to accommodate Lessor's use of the leased premises for overflow parking during the election; and

**WHEREAS**, the County desires to re-let the Reserve Parking Lot (the "Leased Premises") to Lessee;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the mutual promises between the parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

**1.**

**Premises**

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

**2.**

**Lease Term**

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises described herein. The Lease Term shall commence upon the approval of the Fulton County Board of Commissioners and expire on December 31, 2017. Upon the mutual agreement of the parties, this Agreement may be renewed for two one-year renewal terms. In no event shall this lease continue beyond December 31, 2019 unless extended by mutual consent as provided for in the lease and approved by the Fulton County Board of Commissioners. If the termination date falls on a Saturday, Sunday or national holiday, the Lease Term shall be extended to midnight of the next business day, provided Lessee is not in default under the terms and conditions outlined herein.

It is understood that Lessor may interrupt the lease term as may be needed to accommodate voting activity as determined by the Fulton County Department of Registration and Elections. Lessor shall notify Lessee no fewer than 30 days in advance of the day(s) that Lessee shall be required to vacate the Premises.

No rental payment will be required from lessee during the period of time in which lessee has been requested to vacate the leased premises. Lessee will be allowed to resume the use of the leased fee estate with all rights and privileges contemplated and mutually approved in the executed lease agreement, upon written notice from the Director of the Department of Real Estate and Asset Management. It is further understood that at the end of the Lease Term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the County, unless renewed.

**3.**

**Possession of Premises**

If the Lessor cannot deliver possession of the Leased Premises by the Commencement Date, Lessee waives any claim for damages, to the extent allowed by law, due to such delay and Lessor waives the payment of any Rent (as defined below) until Lessor delivers possession to Lessee.

**4.**

**Rent**

Lessee shall pay to Lessor promptly on the first day of each month, in advance during the Lease Term, rent in the amount of Three Thousand and 00/00 dollars (\$3000.00). In the event the Lease Term shall commence on a day other than the first day of the month, Rent for the first partial month shall be prorated and shall be due and payable upon execution and delivery of this Lease Agreement.

Lessee will be subject to a late fee of One Hundred and Twenty-Five and 00/100 dollars (\$125.00) if monthly Rent is received after the fifteenth (15<sup>th</sup>) of the month in which Rent is due, or, if the fifteenth (15<sup>th</sup>) falls on a weekend or holiday, by the next business day. Rent shall be due and payable in all events and Lessee hereby agrees to pay Rent and not to exercise any right of termination due to breach or alleged breach by Lessor of any of the terms hereof.

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

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

Memo: Short-term Lease of Parking Spaces at the North Fulton Service Center

**5.**

**Use of Premises**

Lessee shall utilize the Leased Premises to store vehicles. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Leased Premises. Lessee shall, throughout the Lease Term and any renewal thereof, at its expense, maintain the Leased Premises in sanitary condition and good order and repair. Lessee shall remove trash, garbage, rubbish or other refuse on a daily basis from the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor and made known to Lessee, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors and patrons observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, agents, employees, patrons, volunteers, invitees, or contractors, in any manner whatsoever.

**6.**

**Repairs By Lessee**

Lessee accepts the Leased Premises in their condition as is and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Lease Agreement, that are not herein expressed. During the term of this Lease Agreement, Lessee shall maintain the Leased Premises in good order and repair. Lessee shall be responsible for performing all maintenance of the Leased Premises. Lessee agrees that, upon the termination of this Lease Agreement, it will yield up the Leased Premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted.

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

**7.**

**Repairs By Lessor**

Lessor gives to Lessee exclusive control of the Leased Premises and shall be under no obligation to inspect said Leased Premises. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor may be required to repair, and failure to report such condition shall make Lessee responsible to Lessor for any liability, to the extent allowed by law, incurred by Lessor by reason of such condition.

8.

**Nonliability of Lessor**

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

9.

**No Assignment or Subletting**

No assignment, transfer or sublease is authorized under this Lease Agreement. If Lessee shall assign this Lease Agreement, or sublet, or otherwise dispose of whole or any part of the Leased Premises, this Lease Agreement shall thereupon terminate.

10.

**Events of Default and Termination for Cause**

Any one or more of the following events shall constitute default of this Lease Agreement by Lessee ("Events of Default"):

- (A) Lessee fails to pay Rent specified in Section 4 herein at the time and place when and where due, and fails to cure this breach within five (5) days after receiving written notice by Lessor that the rent is due and unpaid;
- (B) Lessee deserts or vacates the Leased Premises;
- (C) Lessee fails to comply with any term, provision, condition, or covenant of this Lease Agreement, other than the payment of Rent, or fails to comply with any of the rules and regulations now or hereafter established for the Leased Premises, and does not cure such failure within five (5) days after receiving written notice by Lessor of such failure to comply;
- (D) Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended;
- (E) Lessee makes an assignment for the benefit of creditors; or a receiver is appointed for a substantial part of the assets of Lessee;
- (F) Either the leasehold interest in the Leased Premises or Lessee's effects is levied on under execution.

If one or more of the Events of Default shall occur, Lessor shall have the option to do either of the following in addition to and not in limitation of any other remedy permitted by law or by this Lease Agreement:

- (1) Terminate this Lease Agreement. In the event of termination, Lessee shall immediately surrender the Leased Premises to Lessor. If Lessee fails to immediately surrender the Leased Premises, Lessor may, without further notice and without prejudice to any other remedy, enter upon the Leased Premises and



expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor. Whether through inability to relet the premises, or through decrease in Rent, or otherwise, in the event of such termination, Lessor may, at its option, declare the entire amount of Rent which would become due and payable during the remainder of the term of this Lease Agreement, to be due and payable immediately. In the event that Lessor declares Rent due and payable immediately, Lessee agrees to pay the same at once, together with all rents therefor due, at the office of Lessor, Atlanta, Georgia; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of Rent for the remainder of said term.

- (2) Relet the Leased Premises. Lessor may enter the Leased Premises as the agent of Lessee, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor, and relet the premises as the agent of Lessee, and receive the rent therefor, and Lessee shall pay Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Lessor, Atlanta, Georgia.

Upon termination of this Lease Agreement, any improvements made to the Leased Premises or the Property by Lessee shall remain as a part of the Leased Premises or Property and shall become the property of Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses occasioned by any default by Lessee under this Lease Agreement) shall constitute additional rent owed by Lessee to Lessor hereunder. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

## **11.**

### **Termination Without Cause**

Notwithstanding the provisions of Section 12 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, Lessor may terminate this Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of thirty (30) days written notice to Lessee. Lessee may terminate this Lease Agreement with or without cause at any time, upon the giving of thirty (30) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made to the Leased Premises by Lessee shall remain as a part of the Leased Premises and become the property of Lessor.

## **12.**

### **Removal of Effects Upon Termination**

If Lessee shall not remove all of its effects from said premises or property at any termination of this Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal and also storage of said effects.



**13.**

**Insurance and Bonding**

Throughout the term of this Lease, Lessee shall provide and maintain in full force and effect Liability insurance with limits of not less than \$3,000,000 per occurrence/aggregate.

(i) Lessee shall name Fulton County as an additional insured.

(ii) Lessee's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductibles, non-contributory, and waiver of subrogation in favor of Fulton County.

This insurance coverage shall remain in effect during the Term of this Lease. Lessee shall immediately provide the County with any notice of cancellation of any or all of such insurance coverage and shall promptly provide the County with evidence that no lapse in insurance coverage has or will occur. Failure to maintain the above insurance coverage shall constitute an event of default by Lessee under this Lease.

**14.**

**Liability and Indemnification**

The Lessee agrees to indemnify and hold harmless the Lessor, the County, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee and or Lessee's patrons, vendors and contractors.

**15.**

**Licenses**

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

**16.**

**Condemnation**

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Lease Agreement shall cease from the time when possession thereof is taken by public authority, and Rent shall be accounted for as between Lessor and Lessee as of that date. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

**17.****Leasehold Interest**

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

**18.****Holding Over**

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

**19.****Surrender of Possession Upon Termination**

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

**20.****No Alterations or Improvements**

Lessee will make no alterations in or additions to the Leased Premises without first obtaining the prior written consent of the Fulton County Director of the Department of Real Estate and Asset Management. All erections, additions, fixtures and improvements, whether temporary or permanent in character made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the termination of the Lease Term, by lapse of time or otherwise, without compensation to Lessee.

**21.****Solicitation of Agreement**

Lessee warrants that it has not employed nor retained any company or person, other than a bona fide employee or licensed real estate agent working for Lessee, to solicit or secure this Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee or licensed real estate agent for Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making this Lease Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the County shall have the right to terminate this Lease Agreement without liability.

**22.**

**Notices**

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

Lessor:

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

Robert Frady, Program Manager  
North Fulton Integrated Service Center  
7741 Roswell Road, NE  
Sandy Springs, GA 30350

Office of the County Attorney  
141 Pryor Street SW, Suite 4000  
Atlanta, GA 30303

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

Lessee:

Michael Domenicone  
Classic Cadillac Atlanta Corporation  
7700 Roswell Road  
Atlanta, GA 30350

**23.**

**Entire Agreement**

This Lease Agreement contains the entire and integrated agreement of the parties and may be amended only by written instrument which is approved by both parties to this Lease Agreement. No representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

**24.**

**Authority**

Lessee represents and warrants that it is fully authorized and empowered to enter into this Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 25 herein to act in connection with the understandings and assurances contained in this Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

**25.**

**Conditions As to Effect of Agreement**

The parties agree that this Lease Agreement shall not become binding on the County, and the County shall incur no liability upon the same, until such Lease Agreement has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.



**SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

**THE REST OF THIS PAGE INTENTIONALLY HAS BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

ATTEST:

Classic Cadillac Atlanta Corporation, a  
Georgia corporation:


  
\_\_\_\_\_  
Name and Title  
(SEAL)  


  
\_\_\_\_\_  
Name and Title  
President

**FULTON COUNTY, GEORGIA,**  
a political subdivision of the State of Georgia

ATTEST:

  
\_\_\_\_\_  
Mark Massey, Chairman  
Fulton County Board of Commissioners  
  
ITEM # 17-0021 RM 1 / 4 / 2017  
REGULAR MEETING

  
\_\_\_\_\_  
John H. Eaves, Chairman  
Fulton County Board of Commissioners

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney



11. 1980年12月15日，中国科学院南京地质古生物研究所，南京。

[illegible]

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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TRACT 3

TRACT 2

Classic Cadillac Parking Site

TRACT 1

ROSWELL ROAD ISTATE ROUTE 91 R/W VARIES

TRACT 1	8,0780 ACRES
TRACT 2	10,0000 ACRES
TRACT 3	10,0000 ACRES
TRACT 4	10,0000 ACRES
TOTAL AREA	38,0780 ACRES

# 19-0996

FULTON COUNTY  
A POLITICAL SUBDIVISION  
OF THE STATE OF GEORGIA

CHARLES D MCCANN  
ASSOCIATE  
LAND SURV

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*Journal of Management Education*

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