



CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT
LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at <https://hapeville.org/562/Agendas-and-Minutes>

December 9, 2025 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PLEDGE OF ALLEGIANCE:

5. INVOCATION:

6. PRESENTATIONS:

7. PUBLIC HEARING:

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Action and consideration to approve the new Butterfly Lantern Parade Route.

Background:

Due to the continued growth of the Butterfly Lantern Parade, a new route has been proposed to improve overall event operations. The proposed route will begin at Sam Hape Plaza, proceed right on N. Central Avenue, right on Dogwood Drive, right on King Arnold, right on N. Fulton Avenue, and left down Arts Alley to conclude at Sam Hape Plaza. The route has been reviewed by City staff, including emergency services. Staff is in the process of securing a permit from the Georgia Department of Transportation (GDOT), and staff is also coordinating with MARTA. N. Central Avenue and Sam Hape Plaza will be closed for the duration of the event, including setup and breakdown, approximately 2:00 p.m. to 10:00 p.m. The goal of the new route is to increase foot traffic to downtown businesses, and staff will coordinate a meeting with business owners to address any potential concerns. This item is presented for Council's action and consideration to approve the new route, contingent upon GDOT approval.

Supporting Document(s):

1. Parade Route Proposal

- 11.II. Consideration and Action to Approve the Mayor and Council 2026 Meeting Schedule Ordinance. – Second Reading.

Background:

City staff is requesting that Council approve the Ordinance for the Mayor and Council 2026 meeting schedule.

Supporting Document(s):

1. 2026 Mayor and Council Meeting Schedule
2. Amendment to Ordinance for Regular Meetings 2026

- 11.III. Consideration and Action to Approve the IGA with Fulton County for the Recreation Football Field.

Background:

The proposed agreement would permit the City to utilize the football field located behind the Hoyt Smith Center for its recreational programs. In exchange for access to the field, subject to specified time restrictions during the school year, the City would assume responsibility for the maintenance and upkeep of the field and its surrounding areas. Staff recommends Council approval pending final legal approval.

Supporting Document(s):

1. IGA with City of Hapeville - Hapeville ES (2025)

- 11.IV. Consideration and Action to Approve the Delta Memorial Easement Agreement.

Background:

The Main Street Board has a project proposal for erecting a Hapeville Daycare Memorial to honor the lives lost in the Hapeville Daycare explosion in 1968. The horrific incident was the catalyst for the creation of Georgia 811 “call before you dig” which has saved countless lives since. The Main Street Board has coordinated with community members, staff, and design professionals to create a concept for a memorial plaza that honors this tragedy. The City has been working with Main Street and Delta to secure land for the project. Delta has deliberately and graciously worked with the City to cede the needed land in support of this endeavor. Today we are pleased to present to council the easement agreement with Delta for land to support the memorial.

Supporting Document(s):

1. Delta - Hapeville Memorial - Memorial Easement Agreement [Execution Version]

- 11.V. Consideration and Action on Lease of the Fulton County Health Building, 3444 Claire Drive.

Background:

The City has been in discussions with Fulton County for acquisition of the Old County Health Building at 3444 Clair Drive. The Fulton County Board of Commissioners has approved the lease based from the City redline document. The lease term is 25 years with a renewal of 25 years. Lease rent is \$1 per year. Staff recommends approval pending final review of the executed County Lease.

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

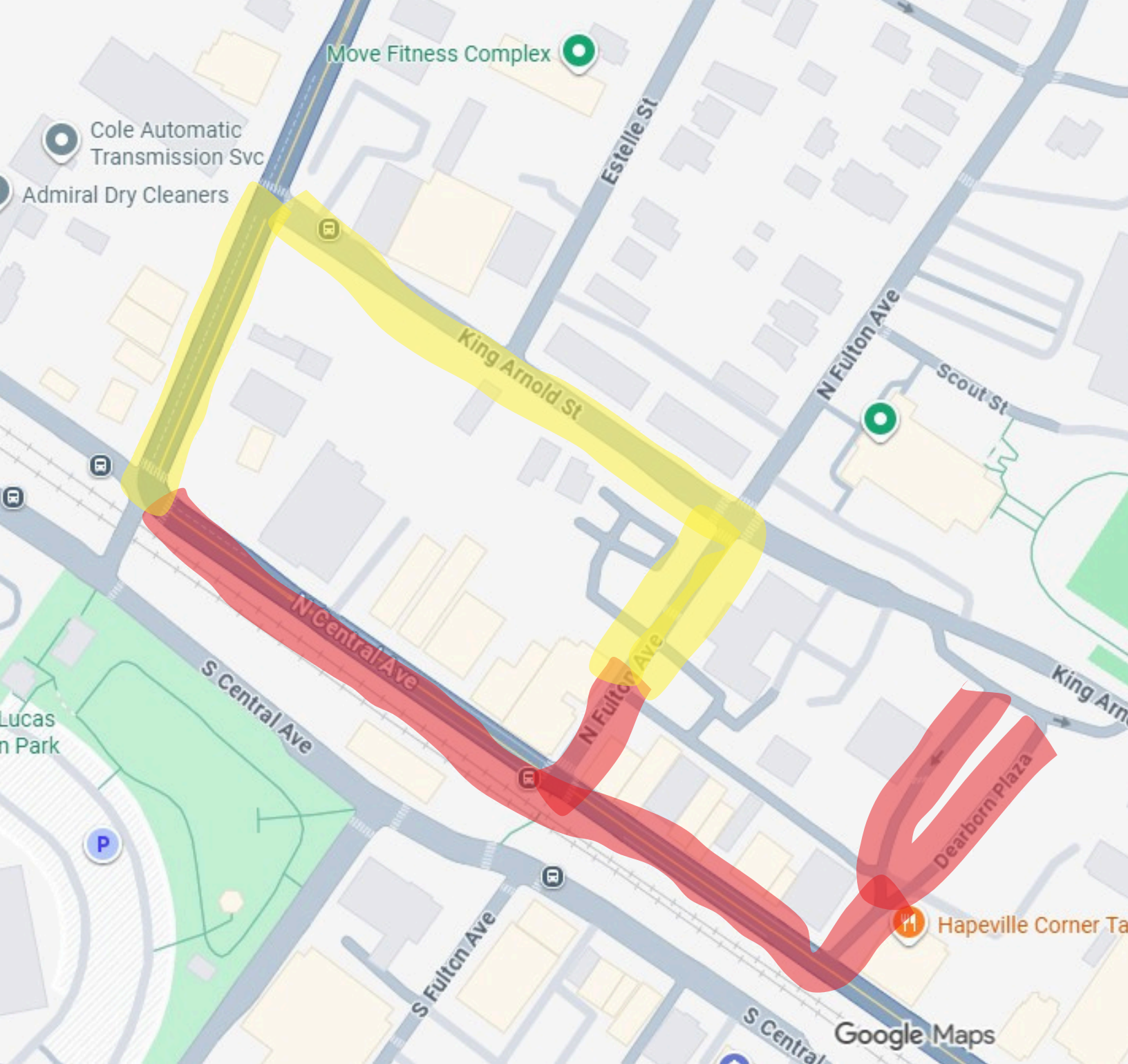
Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:

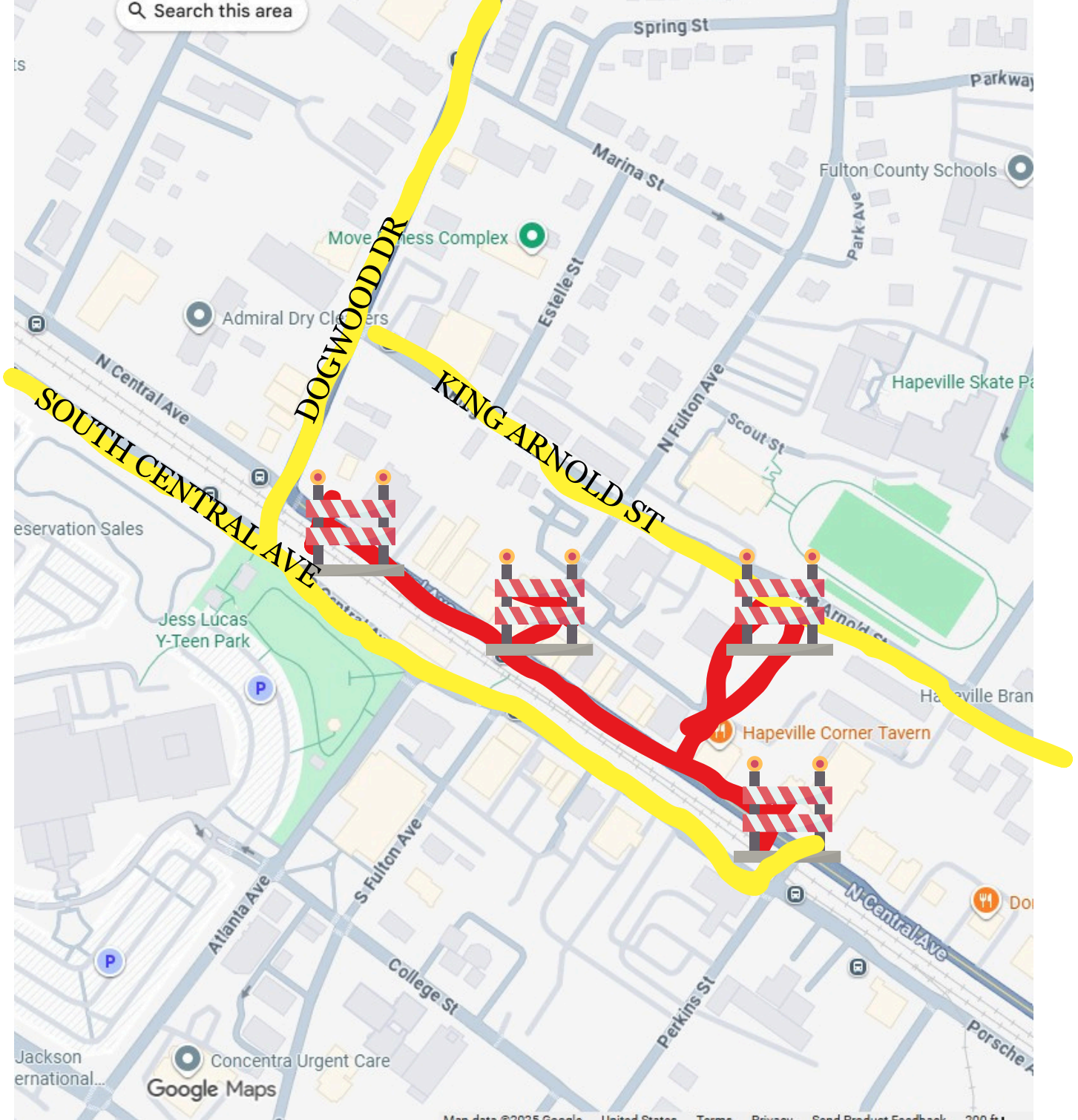
Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



Rolling closure while the parade is present between 8:30pm-9:00pm.



Complete road closure for the duration of the festival and parade 4:30pm-9:30pm



ROAD CLOSURE



Detour



**Complete road closure for the duration of the festival and parade
4:30pm-9:30pm**

FULL ROAD CLOSURE:
641 NORTH CENTRAL AVE TO 557 N CENTRAL AVE

ALL OF SAMUEL HAPE PLAZA

DETOUR ROUTE

EASTBOUND ON NORTH CENTRAL:

TURN LEFT ONTO DOGWOOD DR
TURN RIGHT ONTO KING ARNOLD ST
TURN RIGHT ONTO SUNSET AVE

OR

TURN RIGHT ONTO VIRGINIA AVE
TURN LEFT ONTO SOUTH CENTRAL AVE
TURN LEFT ONTO NORTH CENTRAL AVE

WESTBOUND ON N CENTRAL:

TURN RIGHT ONTO SUNSET AVE
TURN LEFT ONTO KING ARNOLD ST
TURN LEFT ONTO DOGWOOD DR

OR

TURN LEFT ONTO SOUTH CENTRAL AVE
TURN RIGHT ONTO VIRGINIA AVE
TURN LEFT ONTO NORTH CENTRAL AVE



Hapeville

georgia

Mayor and Council 2026 Meeting Schedule

The Mayor and Council meet the First and Third Tuesday of every month at 6:00 P.M. unless otherwise posted. Meetings are held at the Hapeville Municipal Complex located at 700 Doug Davis Drive.

Month	Meeting Date	Suggested Date
January	Tuesday, January 6, 2026 Tuesday, January 20, 2026	
February	Tuesday, February 3, 2026 Tuesday, February 17, 2026	
March	Tuesday, March 3, 2026 Tuesday, March 17, 2026	
April	Tuesday, April 7, 2026 Tuesday, April 21, 2026	
May	Tuesday, May 5, 2026 Tuesday, May 19, 2026	
June	Tuesday, June 2, 2026 Tuesday, June 16, 2026	
July	Tuesday, July 21, 2026	*Suggested change made to only host one meeting in this month due to the Fourth of July Holiday.
August	Tuesday, August 4, 2026 Tuesday, August 18, 2026	
September	Tuesday, September 1, 2026 Tuesday, September 15, 2026	
October	Tuesday, October 6, 2026 Tuesday, October 20, 2026	
November	Tuesday, November 17, 2026	*Suggested change made to only host one meeting in this month due to the 2025 Election.
December	Tuesday, December 8, 2026	*Suggested change made to only host one meeting in this month due to the Christmas Holiday.
Suggested Retreat Date	Saturday, July 18, 2026	*Please note that this is a suggested date and is subject to change.

**STATE OF
GEORGIA CITY OF
HAPEVILLE**

ORDINANCE NO. _____

AN ORDINANCE TO PRESCRIBE THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter “City”) and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City’s Code may be made by amending such provisions by specific reference to the section number of the City’s code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the Mayor and Council shall fix the date and time of regular meetings of the Mayor and Council by ordinance pursuant to Code of Ordinance Section 2-403; and

NOW, THEREFORE, BE IT, AND IT IS HEREBY ORDAINED BY THE MAYORAND COUNCIL OF THE CITY OF HAPEVILLE:

SECTION 1. Scheduling of Regular Meetings Pursuant to Section 2-403 of the Code of Ordinances, the Mayor and Council hereby announce that they shall meet on a regular basis on the first and third Tuesday of every month at 6:00 p.m. Eastern Time (ET) and continue in session from day to day in their discretion. However, Regular Meetings falling on or after a government holiday, will be cancelled or rescheduled. These Regular Meetings not following on the first or third Tuesday are indicated by an asterisk. The holiday schedule is attached hereto and incorporated herein as Exhibit “A”. The Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law.

Meeting Date

Tuesday, January 6, 2026	Tuesday, July 21, 2026*
Tuesday, January 20, 2026	
Tuesday, February 3, 2026	Tuesday, August 4, 2026
Tuesday, February 17, 2026	Tuesday, August 18, 2026
Tuesday, March 3, 2026	Tuesday, September 1, 2026
Tuesday, March 17, 2026	Tuesday, September 15, 2026
Tuesday, April 7, 2026	Tuesday, October 6, 2026
Tuesday, April 21, 2026	Tuesday, October 20, 2026
Tuesday, May 5, 2026	Tuesday, November 17, 2026*
Tuesday, May 19, 2026	
Tuesday, June 2, 2026	Tuesday, December 8, 2026*
Tuesday, June 16, 2026	

The meetings shall take place at 700 Doug Davis Drive, Hapeville, GA 30254. They shall begin at 6:00 p.m. and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

Section Two. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Four. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Five. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this ___ day of _____

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

HAPEVILLE ELEMENTARY SCHOOL

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT FOR THE USE OF FACILITIES (this “**Agreement**”) is made and effective this _____ day of _____, 20____ (the “**Effective Date**”), by and between the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia (hereinafter referred to as “**FCS**”) and the **CITY OF HAPEVILLE**, a municipality organized under the laws of the State of Georgia (hereinafter referred to as the “**City**”).

WITNESSETH:

WHEREAS, FCS operates a school commonly known as Hapeville Elementary School (the “**School**”) located at 3440 N Fulton Ave, Hapeville, GA 30354 (the “**School Property**”); and

WHEREAS, the City desires to use certain portions of the School Property for public recreational purposes when not in use by FCS; and

WHEREAS, pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, both the City and FCS are authorized to enter into an intergovernmental agreement for the joint use of facilities for recreation; and

NOW, THEREFORE, for and in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, FCS and the City mutually covenant and agree as follows:

1. **Agreement for Use.**

- a. Permitted Use; AS-IS. Throughout the Term of this Agreement, FCS does hereby grant to the City, the right to enter upon and use certain portions of the School Property listed and depicted on **Exhibit “A”** attached hereto and incorporated herein by reference, along with the non-exclusive right to use the common areas necessary for or associated with such use (e.g., parking lot, sidewalks, stairways) (collectively the “**Premises**”), during the Restricted Hours defined in **Exhibit “B”** attached hereto and incorporated herein by reference, for community recreational uses under the purview of the City’s Parks & Facilities Division (the “**Permitted Use**”) on and subject to the terms and conditions contained herein. FCS shall at all times have the exclusive use of the remainder of the School Property. The City accepts the use of the Premises in their “AS-IS,” “WHERE-IS” condition, without representation or warranty as to their condition, status of title, safety, compliance with laws including the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder (“**ADA**”), or fitness for a particular purpose.
- b. Priority of Educational Use. Notwithstanding any other provision of this Agreement, if FCS and/or the School, as determined by the principal of the School (the “**Principal**”) desire to use the Premises or any part thereof during any of the Reserved Hours in connection with the conduct of any curricular or extracurricular activities of the School or of any FCS school, then upon not less than fourteen (14) days’ written notice to the City, the City’s

rights of use shall be suspended during the period or periods specified in such notice to the City. Additionally, the City acknowledges and agrees that FCS shall have first priority for the use of the Premises superseding any scheduled or non-scheduled activity or event of the City during the Reserved Hours if and as needed as a result of or due to any emergency, public health crisis, natural disaster, evacuation and/or any other unexpected event or occurrence (any one or more of the foregoing, an “**Emergency**”). The City shall have the responsibility of reviewing public communications issued by FCS, specifically including FCS’s website, to determine whether the School Property is open for use; and FCS shall not be in default of this Agreement for failure to communicate closure information directly to the City in the event of an Emergency.

c. SchoolDude. FCS uses an online system called SchoolDude that allows organizations to search for a facility, check the facility’s availability, and start the facility reservation process. City shall request and reserve usage of the Premises through SchoolDude for City use during the Reserved Hours for organized events. The Parties agree that use of SchoolDude does not apply to general public use of the Athletic Fields as park space. In no event shall there be any dedication, express or implied, of the Athletic Fields for public park or recreational use.

2. **Term; Hours of Use.** The term of this Agreement (the “**Term**”) shall be for a period of five (5) years, beginning on the Effective Date and ending at 11:59 p.m. on the date that is five (5) years thereafter, unless sooner terminated under the terms of this Agreement. During the Term of this Agreement, the City shall have the right to use the Premises for the Permitted Use, during the Reserved Hours set out on **Exhibit “B”** and confirmed by FCS through the SchoolDude process.
3. **Consideration.** City shall, at City’s sole expense (a) perform the maintenance, repair and provide the capital improvements set forth in **Exhibit “C”** attached hereto and incorporated herein by reference; and (b) pay FCS the reimbursable costs set out in Section 4 hereof. The City provided improvements, maintenance, repair and reimbursable cost payments serve as the consideration for the City’s use of the Premises. No additional monetary rent shall be payable by City for the use of the Premises. City covenants and agrees that it will provide the services and make the improvements and repairs as described in this Agreement within the timeframes set forth herein.
4. **Reimbursable Costs.** FCS shall provide standard utilities, restroom supplies, custodial services and FCS personnel (as per FCS’s KG Operating Guideline) for City at each Permitted Use of the Premises by City. City shall reimburse FCS the costs incurred by FCS from the Permitted Use by City. City shall reimburse FCS for these costs within thirty (30) days from the date of FCS’ written invoice(s) to the City. With respect to utilities, thermostats and HVAC settings will be controlled by FCS based on information provided by City in the SchoolDude process.
5. **Capital Improvements.** The City may not alter the Premises, nor install, demolish or remove any improvements or components of the Premises without the prior written consent of FCS, in FCS’s sole discretion. Detailed plans and specifications for any proposed alterations or improvements, including without limitation any alterations set out on **Exhibit “C”**, must be submitted to and approved, in advance, in writing by FCS’ Facility Alterations Department and giving FCS at least thirty (30) days for review and consent. Following submission of the request, City shall provide all additional information requested by FCS within thirty (30) days following the request. The timing

and performance of the capital improvements shall be coordinated with the FCS Facility Alterations Department within thirty (30) days after all FCS required and requested information is received by the FCS Facility Alterations Department.

6. **Self-Reporting Requirement.** The City shall, on each anniversary of the Effective Date during the Term, provide an annual written report to FCS, summarizing the following for the twelve (12) months immediately preceding such anniversary:
 - a. Records of the FCS authorized capital improvements performed by City on the Premises.
 - b. Current Certificate(s) of Insurance evidencing compliance with the insurance requirements of this Agreement.

7. **Use Restrictions; Covenants.** The City's use of the Premises shall be subject to the following restrictions and covenants:
 - a. Use. The City shall use the Premises only for the Permitted Use during the Reserved Hours. Organized events at the Premises must be confirmed by FCS through the SchoolDude process as set forth herein. City and its invitees shall vacate the Premises within thirty (30) minutes at the end of each Permitted Use.
 - b. Securing the Premises. FCS personnel shall open the doors of the Premises prior to each City Permitted Use, and lock the doors at the end of each City Permitted Use. City shall provide responsible adult supervision at all time during use of the Premises by City.
 - c. Security and Police. The City's policing jurisdiction shall apply during the City's Reserved Hours. The City police shall be the first responders for any and all incidents and calls pertaining to the Premises during the City's Reserved Hours. The City shall provide security and responsible adult supervision during use of the Premises by the City and its invitees commensurate with the security the City provides to other recreational facilities under the purview of the City's Parks & Facilities Division.
 - d. Parking. The City shall keep all motorized vehicles off all grassed areas in the vicinity of the Premises and may park only in areas designated by the Principal. It is understood and agreed that FCS does not assume any responsibility or liability for any damage, theft or loss to any automobiles parked in the parking areas or to any personal property located therein, or for any injury sustained by any person in or about the parking areas. In no event shall the City license, sublease or otherwise allow the use of the parking areas on the Premises by any third party other than the City's employees, contractors and event participants, and then only during the Permitted Use hours.
 - e. Unauthorized Items. The City shall not permit the consumption of any alcoholic beverages or use of tobacco products or weapons by its employees (other than police officers carrying weapons for performance of their public duties), participants, volunteers or invitees on or about the Premises, in accordance with applicable State law regulating School Safety Zones (including but not limited to O.C.G.A. § 16-11-127.1), as the

Premises is deemed and agreed to remain and be school property, regardless of any other description or label.

- f. Compliance with Laws. The City shall comply with all applicable laws, ordinances, rules and regulations related to the City's use of the Premises, including without limitation O.C.G.A. § 13-10-91, *et seq.* (E-Verify). The City shall at all times during the Term comply with District Policy KG and Operating Guideline KG (Use of School Facilities), as amended from time to time, the current versions of which may be found at <https://go.boarddocs.com/ga/fcss/Board.nsf/Public> (under *Policies: District Policy* and *Policies: Operating Guidelines*), and which are fully incorporated herein. In the event of any conflict between the terms of this Agreement and the Policy or Operating Guideline, the Policy and Operating Guideline shall control.
 - g. Manner of Work. The City and its designees shall perform all construction, maintenance and repair activities expeditiously and in a good, safe and workmanlike manner and in strict accordance with all applicable permitting requirements, laws, ordinances, rules and regulations, as well as any procedures reasonably provided by FCS to City, such as hours of work. Such work shall be carried out in such a manner so as to, to the extent reasonably practicable, avoid any disruption to the operations of FCS.
 - h. Hazardous Materials. City shall not bring or store or allow to be brought or stored on the School Property, any Hazardous Materials (as defined below). To the extent allowed by applicable law, the City shall be solely responsible for any and all claims, costs, losses, expenses, demands, actions, causes of action, and liabilities, including attorney's fees and costs, arising out of or in connection with the use, handling, storage, release or discharge of Hazardous Materials (as defined below) by the City or its employees, agents, contractors, licensees or invitees on the School Property. As used herein, "**Hazardous Materials**" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (ix) defined as a "hazardous substance," "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section 7(h) shall survive the expiration or earlier termination of this Agreement.
8. **Default; Termination.** FCS shall have the right to terminate this Agreement by written notice upon default by the City, and may demand immediate possession of the Premises, seek damages or equitable relief, or pursue any cause of action available at law or in equity to enforce its rights hereunder, or any combination of the foregoing. The City shall be in default for failing to cure,

after thirty (30) days' written notice from FCS, the non-performance or breach of any provision of this Agreement, including but not limited to a failure to timely make the required contributions and maintenance as set forth herein, provided that if such default is not reasonably susceptible of being cured within thirty (30) days, the City shall have a period of up to sixty (60) days to diligently commence and pursue such cure to completion. Notwithstanding the foregoing, FCS may terminate this Agreement immediately upon written notice to the City in the event of a breach by the City constituting an imminent threat of harm to life, safety or property, or an unreasonable interference with the operation of the School on the School Property. The City shall have the right to terminate this Agreement by written notice upon default by FCS. FCS shall be in default for failing to cure, after thirty (30) days' written notice from the City, the non-performance or breach of any provision of this Agreement, provided that if such default is not reasonably susceptible of being cured within thirty days, FCS shall have a period of up to sixty (60) days to diligently commence and pursue such cure to completion. In addition, either party shall have the right to terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. Upon expiration of the Term, or in the event of termination, FCS shall have no obligation to compensate the City for any improvements made to the Premises by the City, including as to any unamortized value of any improvements or replacements made to the Premises.

9. **Liability.** City shall be responsible for the acts and omissions of City, its agents, contractors and employees, and City shall be responsible for any liability, claims and damages arising out of the same. FCS shall be responsible for the acts and omissions of FCS, its agents, contractors and employees, and FCS shall be responsible for any liability, claims and damages arising out of the same. This Section 9 expressly survives the expiration or earlier termination of this Agreement. This provision shall not be deemed to create rights in any third party or constitute a waiver of either party's sovereign immunity, which FCS and City each expressly reserve.
10. **Insurance.** Set forth on **Exhibit "D"** attached hereto and incorporated herein are the minimum insurance and limits that the City or any third party using or performing work on the Premises or any portion of the School Property on behalf of the City, including any contractor or subcontractor (each a "**Third Party**") must maintain throughout the Term, which requirements may be amended from time to time by FCS. In the event of any conflict between the terms of this Agreement and any FCS amended insurance requirements, the amended FCS insurance requirements shall control. If the City or Third Party maintains higher limits than the minimums stated herein, FCS requires and shall be entitled to the coverage and for the higher limits maintained by the City or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCS. The obligations of the City and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability or indemnification obligations of the City or Third Party, whether or not the same is covered by insurance. FCS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing the City with notice of the same.
11. **Intergovernmental Agreement; Assignment; Subletting.** This Agreement shall be construed as an intergovernmental contract and no estate shall pass out of the Board or FCS. City may not assign its rights and obligations hereunder or sublease the Premises to any third party without the prior written consent of FCS, in FCS's sole discretion.

- 12. Liens.** No encumbrances, charges or liens shall be filed or claimed against the School Property because of any action or inaction by City. City shall at City's sole cost and expense discharge by bond or otherwise within ten (10) days of written notice by FCS of any lien, encumbrance or other charge. City shall be responsible for all attorney's fees and court costs incurred by FCS as a result of any such lien or encumbrance.
- 13. Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by email, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or email transmission, or the next business day following the date of deposit with a commercial courier, shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed. Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 13.

For the purpose of this Agreement, the address of FCS is:

Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339
Attn: Executive Director Capital Programs
William C. Boyajan
boyajanwc@fultonschools.org

and

Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339
Attn: Director of Land Management
Velda Simpson
simpsonv1@fultonschools.org

With a copy to:

Parker Poe Adams & Bernstein LLP
1075 Peachtree St. NE, Suite 1500
Atlanta, GA 30309
Attn: Board Attorneys for Fulton County Schools
E-mail: suzannwilcox@parkerpoe.com

And the address of City is:

City of Hapeville
Attn: Tod Nichols
Director of Parks and Recreation

3444 N. Fulton Avenue
Hapeville, Georgia 30354
E-mail: tnichols@hapeville.org

With a copy to:

E-mail: _____

Notices or notifications to the principal of the School that are required or permitted under this Agreement shall be sent via email to: Michael LeMoyné, Principal, at LeMoynéM@fultonschools.org (or the then-current principal of the School at the time the notice is sent) with a copy to FCS at the address above.

14. Miscellaneous.

- a. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials, failure or lack of utilities, governmental laws, orders and regulations, riots, insurrection, war, acts of God, pandemics, epidemics, shelter-in-place orders, fire, flood, hurricane, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.
- b. This Agreement constitutes the sole and entire agreement between the parties hereto as to the subject matter hereof, and no modification of this Agreement shall be binding unless made in writing and signed by FCS and the City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Notwithstanding the foregoing, any agreement entered into for the use of any room or facility other than the Premises through FCS' "SchoolDude" system (or other similar facility rental system maintained by FCS) shall be fully binding on the parties. Any breach or default of such agreement shall constitute a breach of this Agreement.
- c. Time is of the essence for each and every provision and obligation of this Agreement.
- d. City shall provide to FCS within sixty (60) days of execution of this Agreement a "Safety Plan" describing City's proposed means and methods of crowd control for at the Premises.
- e. City acknowledges that pursuant to State law, as well as FCS' policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the Premises. City shall comply

with all relevant laws, rules regulations, including without limitation, the aforementioned State law, in the performance of City's activities on the Premises.

- f. The section headings in this Agreement are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Agreement. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between FCS and the City. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the public real estate records.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically including O.C.G.A. § 51-1-53. 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 Agreement.
- h. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on City's part to be performed shall be deemed and construed as independent covenants of City, not dependent on any other provisions of this Agreement.
- i. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. City has carefully read this Agreement and understands it. City executes this Agreement 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.
- j. Each individual executing this Agreement on behalf of City represents and warrants that he or she is duly authorized to execute this Agreement on behalf of City and to legally bind the City hereto, and that City has the full right and authority to execute and perform this Agreement.
- k. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be made and/or confirmed by electronic means which shall have the same force and effect as an original.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, FCS and the City have executed this Agreement effective on the day and year first above written.

FCS:
FULTON COUNTY SCHOOL DISTRICT

By: _____
Name: Dr. Mike Looney
Title: Superintendent

_____ Date

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:
THE CITY OF HAPEVILLE

By: _____
Name:
Title: Mayor

_____ Date

ATTEST:

By: _____
Name:
Title: City Clerk

Approved as to form:

City Attorney

EXHIBIT A
PREMISES AND DEPICTION OF PREMISES

The Athletic Fields located on the campus of Hapeville Elementary School as depicted below:



EXHIBIT B
HOURS OF USE / RESTRICTED HOURS

City's use hours shall be the hours set out below on the days when the Premises are not being used for curricular, extracurricular or special events:

Athletic Fields:

\

Weekdays: 6:00 p.m. until dusk on School Days

Weekends:

(a) Saturday: 8:00 a.m. until dusk

(b) Sunday: 8:00 a.m. until dusk

Notwithstanding the foregoing, City will not be entitled to use the Premises when the School is closed for holiday breaks including but not limited to Martin Luther King Jr. holiday, Presidents Day holiday, Labor Day holiday, Thanksgiving holiday, Fall Break, Winter Break, Spring Break, etc.

** The Hours of Use for Athletic Fields are proposed above but are not final until approved by FCS. City must submit all requests for use of the Athletic Fields through SchoolDude as set forth in Section 1 of the Agreement.

EXHIBIT C
CITY'S CAPITAL CONTRIBUTIONS AND ONGOING MAINTENANCE REQUIREMENTS

Improvements –

- \$50,000.00 for the replacement of the track surrounding the football field.

Annual Maintenance –

- Year-round facility maintenance including mowing, watering, fertilizing, and irrigation of football field.
- Elimination of weeds in the surrounding area of field and tennis/soccer court that is connected to school and adjacent to the field.
- Disposal of garbage from football field on a weekly basis.
- \$20,600.00 yearly in labor and materials used as needed.

In Kind –

- Partnering with the adjacent Fulton County School (Hapeville Elementary) and allowing the use of our gymnasium for school programs and graduations.
- Allowing the school the use of our fields located in the Tom Morris sports complex for physical education classes and field day in the spring and summer.
- Partnering with HES in a separate IGA for our facilities to be used in case of an emergency evacuation.

Thank you,

Tod Nichols
Director of Parks and Recreation

EXHIBIT “D” INSURANCE REQUIREMENTS

Insurance Requirements for Facility Use Agreement(s) used by Outside Organizations

[The City is referred to herein as the “Lessee” or an “Organization”]

Lessee is solely responsible for complying with the most recent version of these requirements, which may be obtained by contacting FCS Risk Management or by visiting <https://www.fultonschools.org/Page/24029>

All outside organizations seeking to rent Fulton County School Facilities are required to provide Insurance coverage. Organizations shall maintain, at its sole cost and expense, such insurance as will protect it and FCS and FCS’ Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, property damage or liability which may arise from the use of FCS Facilities under this Agreement. A Certificate of Insurance is required to be submitted with the request to rent the facility and insurance coverages must be in effect at this time. The Certificate of Insurance should be issued on an ACCORD Form 25 or comparable form.

The following is the minimum insurance and limits that the Organization must maintain. If the Organization maintains higher limits or broader coverage than the minimums shown below, FCS requires and shall be entitled to the broader coverage and higher limits maintained by the Organization. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

Commercial General Liability Insurance

Organization shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury (including death), abuse and molestation, property damage to rented premises, advertising injury, and any other type of liability for which this Agreement applies. Policy shall be written on an “occurrence” form. For more information, review [Board Policy EG: Risk Management & Insurance](#).

Automobile Liability Insurance

Organization shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

Umbrella Liability Insurance

Organization shall procure and maintain Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than \$2,000,000.

Workers' Compensation and Employer's Liability *(Required if organization, entity, or company employs workers)*

Workers' Compensation and Employers Liability coverage must be provided in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease. The policy shall provide a waiver of subrogation in favor of FCS. Revised 5.10.201

Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

- A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (45) days prior written notice to FCS.
- Workers' Compensation and Employer's Liability insurance policies shall contain a waiver of subrogation in favor of FCS.
- Commercial General Liability, Automobile Liability, and Umbrella Liability shall include an endorsement making FCS an Additional Insured under such policies

Certificates of Insurance (COI)

- Certificate of Insurance must indicate all required coverages, endorsements and waivers that are in force and filed under this Agreement. Certificate should be forwarded to: FCS, Attn: Director of Land Management, 6201 Powers Ferry Road, Atlanta, GA 30339.
- Required coverages not provided requires a written explanation and must accompany COI. Failure to provide could result in delay of approval.

Property Insurance

Organization assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS's boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Organization, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

Non-Limitation on the Organization's Liability

The obligations for the Organization to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Organization

whether or not same is covered by insurance.

Special Risks or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

In-General:

- Non-profit Organizations, Clubs, PTA, Groups, etc. usually do not have employees, but volunteers. Workers' Compensation is not required if all volunteer staff; otherwise, Organization must comply with Georgia law. FCS does not provide Workers' Compensation nor is it legally liable for an Organization's workers' injuries, including death.
- Non-profit Organizations, Clubs, PTA, Groups, etc. may own, lease or hire vehicles – Auto Liability required.
- All non-profit Organizations, Clubs, PTA, Groups, etc. must have Commercial General Liability.
- FCS must be listed as Additional insured on all General Liability, Automobile Liability and Umbrella policies.
- All businesses (partnerships, corporations, LLC, etc.) must comply with all insurance requirements (CGL, AL, Umbrella and WC).
- Insurance coverage listed on Certificate of Insurance (COI) must be in effect upon submission of request.
- Additional coverages may be required if deemed appropriate by the FCS Risk Management Department.
- The organization or business name must coincide with information on the Certificate of Insurance.
- The business must be listed with the Georgia Secretary of State.
- Feeder teams should register in the name that is on the Certificate of Insurance.

**This document prepared by and
after recording return to:**

Anthony Greene, Esq.
Troutman Pepper Locke LLP
600 Peachtree Street, NE, Suite 3000
Atlanta, GA 30308

MEMORIAL EASEMENT AGREEMENT

This MEMORIAL EASEMENT AGREEMENT (this “**Agreement**”) is entered into this ___ day of _____, 2025 (the “**Effective Date**”), by and between Delta Air Lines, Inc., a Delaware corporation (“**Delta**”), and the City of Hapeville (the “**City**”).

RECITALS

WHEREAS, Delta owns that certain parcel of real property located at 700 South Central Avenue, Hapeville, Georgia, and more particularly described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, the City desires to use a portion of the Property, as described and depicted on Exhibit B (the “**Easement Area**”) to install and maintain a memorial for persons impacted by certain events that occurred on May 29, 1968, and commonly known as the Hapeville Day Nursery Accident (the “**Memorial**”);

WHEREAS, in connection with the Memorial, the City has previously installed a plaque on the Property (the “**Plaque**”); and

WHEREAS, Delta is willing to grant to the City certain easements on the terms described herein for construction, maintenance and access over, upon and across the Easement Area in connection with the installation, maintenance and public use and enjoyment of the Memorial and the Plaque.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the City to Delta, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Delta and the City agree as follows:

1. Temporary Construction Easement.

a. Delta hereby grants and conveys to the City a temporary, non-exclusive construction easement over, across, under and through the Easement Area for access by contractors and subcontractors (and the equipment and employees thereof) to the extent reasonably necessary to construct the Memorial within the Easement Area.

b. Plans and specifications for the Memorial shall be subject to Delta's prior written approval. The City agrees that all work in connection with the construction of the Memorial and the work in the Easement Area (i) shall be done in a good and workmanlike manner and free from defects, (ii) shall be diligently and continuously prosecuted to completion, (iii) shall be performed in accordance with all applicable laws, permits, codes, regulations, statutes and restrictions and with the terms of this Agreement, (iv) shall be performed diligently and continuously in a manner so as to minimize the interference with the ownership and use of the Property, and (v) shall be done at the City's sole cost and expense.

c. The temporary construction easement granted pursuant to clause (a) shall terminate on the earlier of (a) five (5) years after the Effective Date and (b) the date the City completes the initial construction of the Memorial in accordance with the approved plans. Notwithstanding the foregoing, in the event the City has not commenced construction of the Memorial by the date that is three (3) years after the Effective Date, this Agreement shall terminate and be of no further force and effect (except for those provisions which, by their express terms, survive the termination hereof). Upon Delta's written request, after the foregoing temporary construction easement has terminated, the City shall execute and deliver an amendment to this Agreement confirming that the temporary construction easement has terminated

2. Access Easement. Delta hereby grants and conveys to the City, for the benefit of the City and the public, for the period commencing on the Effective Date and expiring on the Termination Date, a non-exclusive easement over, across, under and through the Easement Area for pedestrian access, ingress and egress from any public right-of-way abutting the Property to the Memorial.

3. Maintenance Easement. Delta hereby grants and conveys to the City, for the term commencing on the Effective Date and expiring on the Termination Date, a non-exclusive easement over, across, under and through the Easement Area for the purpose of maintaining, repairing, and inspecting the Memorial, the Plaque and the Easement Area.

4. Maintenance and Repair. The City shall maintain the Memorial, the Plaque and the Easement Area at the City's sole cost and expense, in good order and, to the extent applicable, good working condition, to standards no less than those required by the applicable jurisdiction. The City shall (i) perform regular inspections of the Memorial, the Plaque and the Easement Area to identify any necessary repairs and maintenance, (ii) promptly repair any damage to the Memorial, Plaque or Easement Area, (iii) promptly remove from the Memorial and Easement Area any debris, snow, ice or other obstructions that may impede access to the Memorial or create a dangerous or unsightly condition within the Easement Area, and (iv) shall perform landscaping and trash removal in the Easement Area and take such other actions as may be necessary to ensure that the Easement Area is and remains in good condition. The City agrees to perform all maintenance and repair work under this Agreement in accordance with all applicable laws, permits, codes, regulations, statutes and restrictions and with the terms of this Agreement. In the event the City fails to perform its maintenance and repair obligations as set forth in this Section 4 of this Agreement, Delta shall give notice to the City of the need to perform maintenance and repair necessary under this Agreement. Should the City fail to perform the necessary maintenance and

repair, within thirty (30) days of receiving notice that there is a need to perform maintenance and repairs required under this Agreement, Delta shall have the right, but not the obligation, to perform such maintenance and repair work as Delta deems necessary, in its reasonable discretion. Notwithstanding the foregoing, in the case of an emergency as determined in Delta's reasonable discretion, Delta shall only be required to provide the City with reasonable notice under the circumstances of the City's need to perform maintenance and repair work before Delta shall have the right to perform such work in accordance with this Section 4. In the event Delta elects to perform such maintenance and repair obligations, the City shall reimburse Delta for Delta's actual out-of-pocket costs related to such maintenance and repair work within ten (10) days of receipt of a written request for the same from Delta.

5. Liens. The City hereby agrees to keep the Easement Area and the improvements thereon free and clear of mechanics' liens and other liens for labor, services, equipment or materials. In the event such a lien is filed or recorded, the City shall take all action required to remove the same within fifteen (15) days of the filing or recordation and the City agrees to defend and hold Delta harmless against liabilities, losses, damages, reasonable costs or expenses actually incurred by Delta on account of any such claim of lien. If the City fails to take such action to remove the lien, Delta, at its option, may do so on the City's behalf, and all costs associated therewith shall be due to Delta from the City upon demand.

6. Hold Harmless. The City agrees to hold Delta harmless from and against any and all liability, loss, damages, causes of action, costs and expenses or claim of any kind or character (individually, a "**Claim**," and, collectively, the "**Claims**") that Delta may incur or suffer arising out of injury to persons or property arising from, directly or indirectly caused by or related in any way to the construction, installation and maintenance of the Memorial and the Plaque and the use and enjoyment of the Easement Area by the City, its invitees and licensees, including members of the public visiting the Memorial or the Plaque, or its employees, agents, contractors, consultants or any other entity or person acting by, through or on behalf of the City; provided, however, the foregoing obligation imposed under this Agreement shall not extend to Claims to the extent arising out of the gross negligence or willful misconduct of Delta (or its employees, contractors, consultants or any other entity or person acting by, through or on behalf of Delta). The City's Hold Harmless obligation shall survive the expiration or earlier termination of this Agreement.

7. Insurance.

a. Throughout the term of this Agreement (including any extensions thereof) and during the performance of any construction, installation, maintenance, repair or replacement activities pursuant to any of the easements granted in this Agreement, the City shall, at its sole cost and expense, maintain the following coverage: (i) Commercial General Liability, Contractual Liability and Automobile Liability coverages in an amount not less than \$10,000,000.00 for bodily injury and property damage combined single limit per occurrence, and (ii) all risk property insurance covering loss of or damage to property of the City in an amount at least equal to the replacement value of such property. The City shall also maintain Workers' Compensation coverage as may be required by law and Employer's Liability coverage with a combined single limit of not less than \$1,000,000 to cover employees.

b. The liability policies shall: (i) name Delta, its employees, directors, officers and successors and assigns, as additional insureds to the extent of the City's obligations hereunder; (ii) specifically insure the liability assumed by the City hereunder; (iii) be primary without right of contribution from any insurance carried by Delta; and (iv) provide for thirty (30) days written notice to Delta prior to cancellation or material change. Certificates evidencing the above coverages and special endorsements shall be provided to Delta on or before the date the City commences any construction or pre-construction work at the Easement Area.

8. Reservation of Rights. Delta expressly reserves, for itself and its successors-in-title to the Property, all rights and privileges incident to ownership of the Property which are not inconsistent with, and do not materially interfere with, the rights, easements and privileges granted to the City in this Agreement, including, without limitation, the right to install, and grant other easements and licenses for the installation of, utilities and utility facilities on, across, under and through the Easement Area.

9. Parking Restriction. In no event shall the City park or permit its employees, contractors, subcontractors, licensees or invitees, including members of the public visiting the Memorial to park on any portion of the Property (the "**Parking Restriction**"). The City shall use its best efforts to enforce the Parking Restriction. In the event a vehicle is parked on the Property in violation of the Parking Restriction, Delta expressly reserves the right to tow such vehicle and seek reimbursement from the owner of such vehicle for any related expense.

10. Term. The easement rights granted in Sections 2 and 3 herein shall terminate on the earlier of (a) the date that is fifteen (15) years after the Effective Date, (b) the date Delta no longer has an ownership or leasehold interest in the Property, and (c) if the City fails to commence construction of the Memorial within the timeframe set forth in Section 1(c), then the expiration of such timeframe (the earlier of (a), (b) and (c), the "**Termination Date**").

11. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address, as set forth below:

If to the City: City of Hapeville Georgia
3468 North Central Avenue
Hapeville, Georgia 30354
Attn: City Manager

If to Delta: Delta Air Lines, Inc.
1030 Delta Boulevard
Dept. 877
Atlanta, Georgia 30354
Attn: Vice President – Corporate Real Estate

Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the day of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least ten (10) days' prior written notice thereof, either party may from time to time and at any time change its mailing address or fax number hereunder.

12. Defaults. The occurrence of any of the following shall constitute "Event of Default" by the City under this Agreement: the failure of the City to pay when due any sum due under this Agreement within fifteen (15) days after written notice of such failure, or the failure of the City to observe or perform any other covenants, conditions or obligations of this Agreement within thirty (30) days after written notice to the City specifying the nature of such failure, provided that if such covenant, condition or obligation (other than the payment of any sum due under this Agreement) can be fulfilled or performed and if the City in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same such cure could not be fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default will not be deemed to have occurred if the City is then diligently pursuing the fulfillment or performance of a cure and continuously and diligently proceeds to cure until completion.

13. Remedies. If the City commits an Event of Default, Delta will have all rights and remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief) and, in addition, Delta, after five (5) days prior written notice (except in the event of an emergency involving risk of bodily injury or property damage, in which event only such notice, if any, as shall be reasonable under the circumstances shall be required), will have the right, but not the obligation, to perform such defaulted obligation on behalf of the City and be reimbursed by the City for the actual cost thereof. Each right and remedy of Delta provided for in this Agreement, or now or hereafter existing at law, in equity or by statute or otherwise, shall be cumulative and concurrent, and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the exercise of that right or remedy in the future or the exercise of any other right or remedy at any time.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia.

15. Entire Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, representations and understandings concerning the same, whether written or oral. The provisions of this Agreement may be modified, amended or waived only by a written instrument, executed by Delta and the City.

16. Waiver and Consent. A waiver by either party to this Agreement of any breach of the covenants, conditions or agreements contained herein shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements. Delta's consent to any act by the City requiring Delta's consent or approval shall not be deemed to waive or render unnecessary Delta's consent or approval to any subsequent or similar acts by the City.

17. Severability. If any provision or term of this Agreement shall be determined to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

18. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed as of the Effective Date.

Signed, sealed and delivered
in the presence of:

DELTA:

DELTA AIR LINES, INC.,
a Delaware corporation

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

CITY:
THE CITY OF HAPEVILLE

Unofficial Witness

By: _____
Name: _____
Title: _____

[City Seal]

Notary Public
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 98 of the 14th District, City of Hapeville, Fulton County, Georgia, and being more particularly described as follows:

Begin at a brass right-of-way marker found, Marked AP104, on the northeastern right-of-way line of Doug Davis Drive (having a 65 foot right-of-way width), said brass marker being North 1330864.2320 East 2220756.8840 on the Georgia State Plan Coordinate System, North American Datum of 1983, thence leaving said northeastern right-of-way line, run in a generally northeasterly direction along the southwestern boundary line of property now or formerly owned by Delta Air Lines, Inc., the following course and distances: North 43 degrees 28 minutes 23 second East a distance of 153.78 feet to an iron pin found; North 22 degrees 53 minutes 04 seconds East a distance of 49.53 feet to a point; North 42 degrees 14 minutes 42 seconds East a distance of 184.99 feet to a point; thence continuing along said southeastern boundary line of property now or formerly owned by Delta Air Lines, Inc., North 42 degrees 26 minutes 56 seconds East a distance of 643.57 feet to a point, thence leaving said boundary line of property, run South 54 degrees 21 minutes 55 seconds East a distance of 67.53 feet to a point; thence North 40 degrees 40 minutes 28 seconds East a distance of 170.75 feet to a point on the southwestern right-of-way line of Central Avenue (having a variable right-of-way width); run thence along said southwestern right-of-way line in a generally southeasterly direction, the following courses and distances South 54 degrees 54 minutes 58 seconds East a distance of 61.15 feet to a point; South 38 degrees 10 minutes 18 seconds West a distance of 25.03 feet to a point; South 54 degrees 46 minutes 24 seconds East a distance of 40.06 feet to a point; thence along the southwestern right-of-way line of Central Avenue, South 54 degrees 46 minutes 24 seconds East a distance of 191.63 feet to an iron pin found; thence along the southwestern right-of-way line of Central Avenue, South 54 degrees 46 minutes 24 seconds East a distance of 497.29 feet to an iron pin set; thence leaving said southwestern right-of-way line, run along the northwestern boundary line of property now or formerly a "City Park" South 35 degrees 13 minutes 31 seconds West a distance of 239.53 feet to an iron pin set, run thence along the northern and western boundary line of property now or formerly owned by First National Bank of Atlanta in a generally northwesterly, southwesterly and southeasterly direction the following courses and distances: North 88 degrees 59 minutes 11 seconds West a distance of 78.48 feet to an iron pin found; North 73 degrees 57 minutes 36 seconds West a distance of 54.39 feet to an iron pin found; South 76 degrees 51 minutes 42 seconds West a distance of 147.41 feet to an iron pin found; South 70 degrees 23 minutes 26 seconds West a distance of 64.07 feet to an iron pin found; South 67 degrees 47 minutes 00 seconds West a distance of 72.40 feet to an iron pin found; South 74 degrees 31 minutes 22 seconds West a distance of 249.00 feet to an iron pin found; South 16 degrees 44 minutes 46 seconds West a distance of 154.29 feet to an iron pin found; South 03 degrees 13 minutes 44 seconds East a distance of 210.34 feet to an iron pin found; and South 32 degrees 01 minutes 39 seconds West a distance of 96.77 feet to an iron pin found on the northeastern right-of-way line of Doug Davis Drive run thence along said northeastern right-of-way line in a generally northwesterly direction, the following courses and distances: North 58 degrees 04 minutes 40 seconds West a distance of 534.66 feet to an iron pin found and North 58 degrees 04 minutes 30 seconds West a distance of 191.35 feet to a brass right-of-way marker found, marked AP104, said brass marker being the POINT OF BEGINNING.

Said property contains 17.97065 acres more or less.

EXHIBIT B

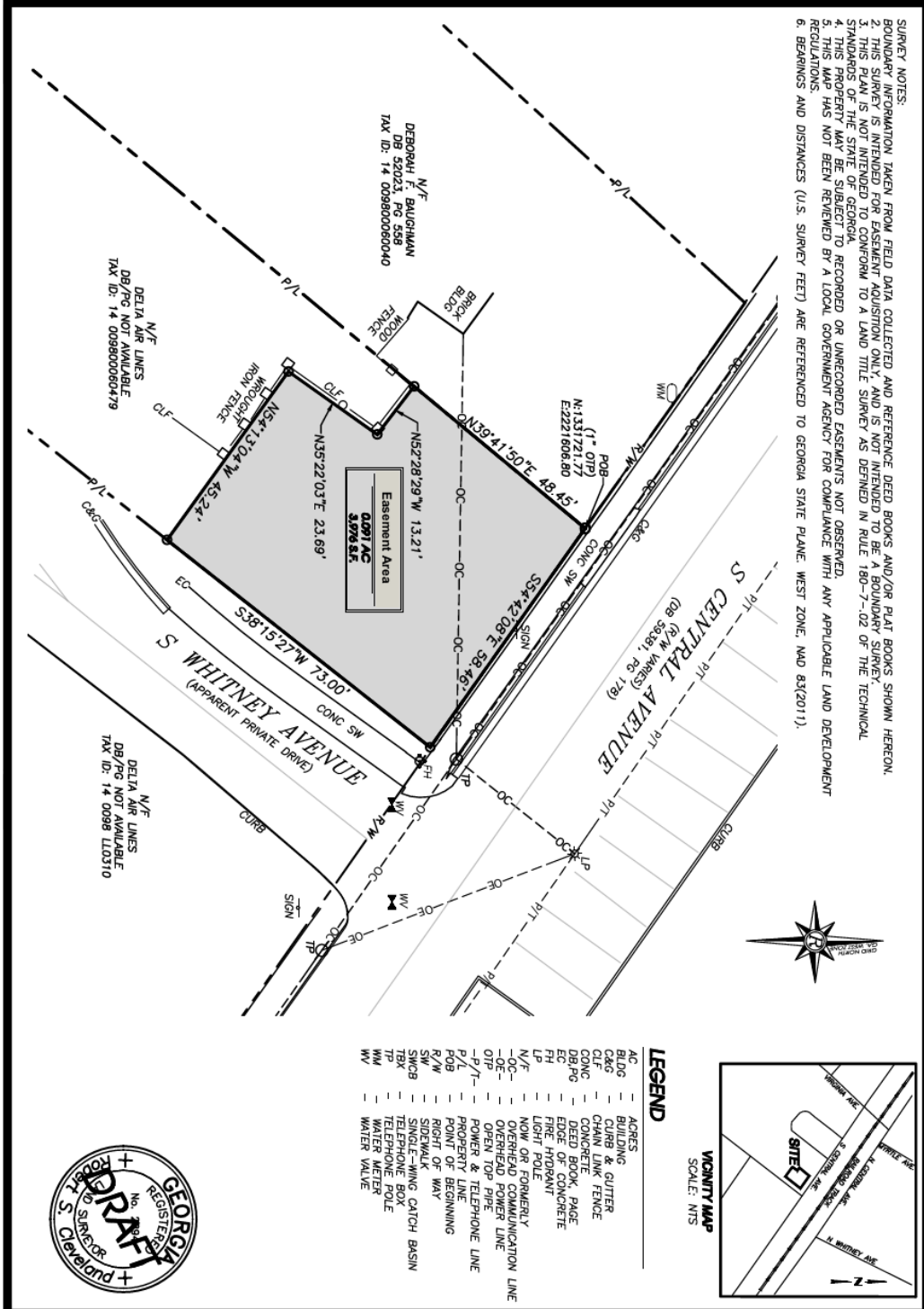
EASEMENT AREA

All that tract or parcel of land lying and being in LAND LOT 98, 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, Georgia, and being more particularly described as follows:

BEGINNING AT AN 1" OPEN TOP PIPE FOUND ON THE SOUTH RIGHT OF WAY OF S CENTRAL AVENUE (RIGHT OF WAY VARIES) HAVING A STATE PLANE (GEORGIA WEST ZONE) COORDINATE OF NORTHING: 1331721.77, EASTING: 2221606.80; THENCE PROCEEDING ALONG THE SOUTH RIGHT OF WAY OF S CENTRAL AVENUE SOUTH 54°42'08" EAST, A DISTANCE OF 58.46 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY DELTA AIR LINES SOUTH 38°15'27" WEST, A DISTANCE OF 73.00 FEET TO A POINT; THENCE PROCEEDING THROUGH THE PROPERTY OF NOW OR FORMERLY DELTA AIR LINES THE FOLLOWING COURSES AND DISTANCES: NORTH 54°13'04" WEST, A DISTANCE OF 45.24 FEET TO A POINT; THENCE NORTH 35°22'03" EAST, A DISTANCE OF 23.69 FEET TO A POINT; THENCE NORTH 52°28'29" WEST, A DISTANCE OF 13.21 FEET TO A POINT; THENCE ALONG THE PROPERTY OF NOW OR FORMERLY DEBORAH F. BAUGHMAN NORTH 39°41'50" EAST, A DISTANCE OF 48.45 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 0.091 ACRES OR 3,976 SQUARE FEET.

SURVEY NOTES:
 BOUNDARY INFORMATION TAKEN FROM FIELD DATA COLLECTED AND REFERENCE DEED BOOKS AND/OR PLAT BOOKS SHOWN HEREON.
 2. THIS SURVEY IS INTENDED FOR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.
 3. THIS MAP IS NOT INTENDED TO CONFORM TO A LAND TITLE SURVEY AS DEMAND IN RULE 180-7-1-.02 OF THE TECHNICAL
 4. THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED.
 5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT
 REGULATIONS.
 6. BEARINGS AND DISTANCES (U.S. SURVEY FEET) ARE REFERENCED TO GEORGIA STATE PLANE, WEST ZONE, NAD 83(2011).



- LEGEND**
- AC ADRES
 - BLDG BUILDING
 - C&G CURB & GUTTER
 - CLF CHAIN LINK FENCE
 - CONC CONCRETE
 - DB/Pg DEED BOOK, PAGE
 - EC EDGE OF CONCRETE
 - HT HYDROPHONE
 - LP LIGHT POLE
 - N/F NOW OR FORMERLY
 - OC- OVERHEAD COMMUNICATION LINE
 - OP- OVERHEAD POWER LINE
 - O/P OPEN TOP PIPE
 - P/P-T POWER & TELEPHONE LINE
 - P/P-T POWER OF BEGINNING
 - POB POINT OF BEGINNING
 - R/W RIGHT OF WAY
 - R/W SIDEWALK
 - SWCB SINGLE-WING CATCH BASIN
 - TBX TELEPHONE BOX
 - TP TELEPHONE POLE
 - TV TELEPHONE VALVE
 - WV WATER VALVE



SHEET **1** OF **1**
 DATE: 10/28/2025
 SCALE: 1"=20'
 JOB NO.: 0225140.KAW
 DWN. BY: AJA
 FILE NO.: SRM.01

EASEMENT EXHIBIT FOR:
DELTA AIR LINES
 LAND LOT 98, 14TH DISTRICT
 CITY OF HAPEVILLE
 FULTON COUNTY, GEORGIA

Rochester | **DCCM**
 Rochester & Associates, LLC
 425 Oak St NW, Gainesville, GA 30501
 770.718.0600 | rochester.dccm.com

HAPEVILLE HEALTH CENTER

STATE OF GEORGIA,
COUNTY OF FULTON

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into ~~this~~ effective as of the last date of signature hereto, the ___ day of _____, 20____, 2025 ("Effective Date"), by and between FULTON COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, whose business address for purpose of this Agreement is 141 Pryor Street, SW, Suite 8021, Atlanta, Georgia 30303, ~~Party of the First Part,~~ hereinafter referred to as "~~Landlord~~Lessor," and the CITY OF HAPEVILLE, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, whose business address for purpose of this Agreement is 3468 North Fulton Avenue, Hapeville, Georgia 30354, ~~Party of the Second Part,~~ hereinafter referred to as "~~Tenant~~Lessee." Both Lessor and Lessee may be referred to individually as "Party" and together as "Parties".

Formatted: Indent: First line: 0.5"

WITNESSETH:

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

Formatted: Indent: First line: 0.5"

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

~~Whereas, the former Hapeville Neighborhood Health Center housed various public and private agencies providing services to the residents of the area; and~~

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

Formatted: Indent: First line: 0.5"

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

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

ARTICLE I
THE PROPERTY

The Landlord/Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant/Lessee, has leased and rented, and by these presents does lease and rent, unto the said Tenant/Lessee, and said Tenant/Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the Property, ~~which being including the Center, but excluding all areas of the Property currently in use as the Hapeville Branch Library and the Hapeville Senior Center as more particularly described as shown depicted in EXHIBIT "Exhibit A", a copy of which is, attached hereto, and incorporated in, and herein by this reference made a part of this Agreement.~~

Formatted: Indent: First line: 0.5"

ARTICLE II
LEASE TERM

Subject to the terms and conditions herein, Tenant/Lessee shall have and hold the Property ~~described herein~~ for an initial term of twenty-five (25) years ("Initial Term") with the option to renew for one (1) additional twenty-five (25) year period, ~~(together with the Initial Term, "Term")~~, upon the mutual written consent of ~~each party~~ both Parties, unless earlier terminated pursuant to Articles VIII, IX, X, XIV, XV and/or XX below. ~~This of this Agreement. The Term shall commence upon the date of last adoption by the local governing authorities of Landlord and Tenant, respectively. It is understood that at the end of this lease term~~ Effective Date. At the expiration or earlier termination of the Term, this Agreement shall terminate absolutely and without further obligation on the part of ~~the Tenant. Ac either Party. Representatives of Lessor and Lessee shall complete a walk-through inspection of the Property shall be made by representatives of, including the Landlord and Tenant Center, prior to the expiration or early earlier termination of the term of this Agreement Term, for the purpose of noting deficiencies in the maintenance any parts of the Property. Tenant shall requiring repair, ordinary wear and tear only excepted. Lessee shall timely correct or repair any and all deficiencies noted during such inspection, ordinary wear and tear only excepted.~~

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Indent: First line: 0.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Commented [GM1]: I would have preferred that we break it up into (2) twenty five year terms with a renewal options at the end of the first 25.

Commented [ADJ2R1]:

Commented [SD3]: Change made as requested.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

ARTICLE III
RENT

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

ARTICLE IV
USE OF PROPERTY

The Tenant/Lessee shall utilize the Property to provide services to residents of the City of Hapeville

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

Lessee shall not commit waste on the Property. ~~The Property~~ Lessee shall not ~~be used~~ use the Property for any illegal purposes, ~~and shall not allow illegal acts to be performed on the Property.~~ Lessee shall not act in any manner to create any nuisance or trespass ~~Tenant on the Property.~~ Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the Property. ~~Tenant shall throughout the term of this Agreement and any renewal period and at tenant's sole expense, maintain the Property in a sanitary condition, and good order and repair.~~

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

Formatted: Indent: First line: 0.5"

ARTICLE V

MAINTENANCE, REPAIR AND UPKEEP OF THE PROPERTY

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

Formatted: Indent: First line: 0.5"

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

trapdoor or otherwise, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous ~~property~~ properties.

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

ARTICLE VI

UTILITIES

~~Tenant/Lessee~~ shall be solely responsible for establishing utility service accounts —and shall promptly pay all charges for ~~heat~~HVAC, water, gas, electricity, sewer, garbage collection, or any other utility used or consumed on the Property during the ~~term of this Agreement~~Term, including any deposits demanded by any utility company. ~~Landlord shall not be liable to Tenant for any cessation of utilities or utility services to the Property unless caused by the negligence or willful misconduct of Landlord.~~

Formatted: Indent: First line: 0.5"

ARTICLE VII

LANDLORD'S/LESSOR'S RIGHT TO ACCESS AND INSPECTION OF PROPERTY

~~Landlord/Lessor~~ shall be under no obligation to inspect the Property ~~at any time during the Term~~. However, ~~Landlord may~~Lessor reserves the right to enter the Property at reasonable hours, alone or along with ~~prospective purchasers or tenants~~sits agents, to inspect the Property ~~and/or the fire safety equipment located therein~~, to see that ~~Tenant/Lessee~~ is complying with all of its obligations hereunder, and for any other use or purpose which the ~~Landlord/Lessor~~ deems proper and reasonable, provided that ~~Landlord/Lessor~~ provides ~~Tenant/Lessee~~ with twenty-four (24) ~~hours~~hours' prior written notice of such inspection ~~in advance~~. ~~Landlord~~ Lessor may enter the Property at any time in the event of an emergency, upon reasonable notice to ~~Tenant/Lessee~~, if feasible under the circumstances, to protect life and prevent damage to the Property.

Formatted: Indent: First line: 0.5"

ARTICLE VIII

NO ASSIGNMENT

~~No assignment or transfer is authorized under this~~This Agreement ~~may not be assigned or transferred by Lessee except with Lessor's written consent, which it may withhold in its sole discretion~~. If ~~Tenant/Lessee~~ shall assign this Agreement, or otherwise dispose of whole or any part of the Property without Lessor's written consent, this Agreement ~~shall thereupon automatically~~ terminate.

Formatted: Indent: First line: 0.5"

ARTICLE IX

EVENTS OF DEFAULT AND TERMINATION FOR CAUSE

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

Formatted: Indent: First line: 0.5"

- (A) Tenant/Lessee abandons or vacates the Property. ~~The abandonment or vacating of the Property by Tenant shall mean that Tenant is absent, defined as Lessee's absence~~ from the Property for forty-five (45) consecutive days, excepting for purposes of repair ~~of improvements or~~ maintenance;
- (B) Tenant/Lessee fails to comply with any term, provision, condition, or covenant of this Agreement, and does not cure such failure within forty-five (45) days after receiving written notice by Landlord/Lessor of such failure to comply;
- (C) Tenant/Lessee fails to maintain insurance as required by Landlord/Lessor in the coverage amounts ~~itemized in Exhibit B hereto.~~

Formatted: Font: Bold, Underline

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

ARTICLE X
TERMINATION WITHOUT CAUSE

~~Notwithstanding the provisions of Article IX of this Agreement concerning default, or anything else contained in this Agreement, Landlord/Lessor may terminate this Agreement without cause at any time upon the giving of one hundred eighty (180) days one (1) years' prior~~ written notice to Tenant/Lessee. Lessee may terminate this Agreement with or without cause at any time, upon ~~the giving of~~ thirty (30) days ~~days'~~ prior written notice to Landlord/Lessor.

Formatted: Indent: First line: 0.5"

ARTICLE XI
INSURANCE AND BONDING

~~The Tenant/Lessee agrees to obtain and maintain during the entire term of this Agreement the following~~ Term the types and amounts of Insurance and Bonding stipulated in EXHIBIT "Exhibit B", ~~which is,~~ attached hereto and ~~made a part of this Agreement~~ incorporated by reference.

Formatted: Indent: First line: 0.5"

ARTICLE XII
LIABILITY

~~The Tenant/Lessee,~~ to the extent permitted by law, shall defend and bear the expense of any and all claims, suits, actions, liabilities and judgments from third parties resulting from ~~the Lessee's~~ actions or ~~inaction of Tenant,~~ its agents and contractors pursuant, related to ~~the enactment of~~ this Agreement. Each Party hereto shall give to the other prompt and timely written notice of any claim made, or suit instituted

Formatted: Indent: First line: 0.5"

~~coming~~, to its knowledge which ~~is anyway~~ directly or indirectly, contingently or otherwise affects or might affect either Party, and each Party shall have the right to participate in the defense of ~~the same~~such claim or suit to the extent of its own interest. The obligations described in this Article shall survive any termination or expiration of this Agreement. Each ~~party~~Party shall bear its own costs to defend any and all claims, suits, or similar.

ARTICLE XIII

LICENSES

Tenant/Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to its occupation of or actions on the Property.

Formatted: Indent: First line: 0.5"

ARTICLE XIV

DESTRUCTION OF PROPERTY

If the Property shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, ~~and~~ the insurance proceeds received by ~~the Landlord/Lessor~~ and/or Tenant/Lessee are not sufficient to repair, reconstruct ~~and, or~~ renovate the Property to a condition substantively similar to its condition prior to the damage or destruction, then either ~~Landlord or Tenant may terminate this Agreement. If the reconstruction, renovation or repairs can be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, Tenant covenants and agrees to make such reconstruction, renovation or repairs with reasonable promptness and dispatch at no cost to Landlord beyond the extent of insurance proceeds received by the Landlord, if any. If reconstruction, renovation or repairs cannot be completed within one hundred and eighty (180) days from the date of the fire, or other cause of damage, then either Landlord or Tenant may terminate this Agreement. Notwithstanding anything to the contrary contained in this Section, if the damage to the Property exceeds the available insurance proceeds deemed necessary to restore the property, then, and in any such event, either Party may at its option terminate this Agreement by delivering notice in writing to the other party.~~Party may terminate this Agreement by written notice to the other Party. In the event neither Party terminates this Agreement, all insurance proceeds received by Lessor and/or Lessee shall go toward the repair, reconstruction, or renovation of the Property.

Formatted: Indent: First line: 0.5"

If the insurance proceeds are sufficient, and the reconstruction, renovation, or repairs can be completed within one hundred and eighty (180) days from the date of the damage, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any. If the insurance proceeds are sufficient, but the reconstruction, renovation, or repairs cannot be completed within one hundred and eighty (180) days from the date of the damage, then either Lessor or Lessee may terminate this Agreement. In the event

neither Party terminates this Agreement, Lessee covenants and agrees to make such reconstruction, renovation, or repairs with reasonable promptness at no cost to Lessor beyond the extent of insurance proceeds received by Lessor, if any.

ARTICLE XV
CONDEMNATION

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

Formatted: Indent: First line: 0.5"

ARTICLE XVI
LEASEHOLD INTEREST

This Agreement shall create the relationship of landlordLessor and tenantLessee between LandlordLessor and TenantLessee and no estate shall pass out of Landlord, TenantLessor, Lessee has only a usufruct, not subject to levy and sale.

ARTICLE XVII
HOLDING OVER

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

Formatted: Indent: First line: 0.5"

Formatted: Font: Bold, Underline

ARTICLE XVIII
SURRENDER OF POSSESSION UPON EXPIRATION OR TERMINATION OF AGREEMENT

At the expiration or termination of this Agreement, TenantLessee shall surrender the Property to LandlordLessor in the same condition as at commencement of the term of this AgreementTerm, natural wear and tear only accepted, and Lessee shall complete any necessary repairs to return the Property to its prior condition. Upon expiration or termination of this Agreement, all rights of the TenantLessee and of all persons whomsoever claiming by, through, or under the Agreement shall cease and terminate. Upon the expiration or termination of this Agreement, all of Lessee's personal property, including equipment,

Formatted: Indent: First line: 0.5"

Commented [ADJ4]: This provision is a violation of the Gratuities clause, and there, the City cannot agree to surrender property or fixtures purchased for the improvement of the Property.

furnishings, and fixtures, installed on the Property by Lessee, shall remain Lessee's property. However, if Lessee does not remove such personal property within sixty (60) days of the expiration or termination of this Agreement, Lessor shall have the right to remove and store such personal property at no cost or liability to Lessor.

ARTICLE XIX

COVENANT OF TITLE AND QUIET ENJOYMENT

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

Formatted: Indent: First line: 0.5"

ARTICLE XX

ENVIRONMENTAL COVENANTS

To the extent, if any, required by law, Tenant shall hold County harmless from, and shall indemnify Landlord against, any damage, loss, expense, response costs or liability, resulting from hazardous substances generated, stored, used, disposed of or transported to, or for any other reason existing on or under the Property as a result of Tenant's use of the Property during the term and any renewal term. For purposes of this Agreement, "hazardous substances" "Hazardous Substances" shall mean: (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons; (ii) any substance which is flammable, radioactive, corrosive or carcinogenic; (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto; or (iv) any substance the presence of which on the Property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. "Hazardous Substance Law" means 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, 42 U.S.C. Sec. 9601 et seq.; of 1980, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; of 1976, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; the Toxic Substances Control Act, the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. Sec. 11001 et seq.;, the Superfund Amendment and Reauthorization Act of 1986, and

Formatted: Indent: First line: 0.5"

~~any and any all applicable federal or state law or regulation. The Tenant shall not be required to indemnify the County against liability or claims for damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons, death, or damage to property caused by or resulting from the sole negligence of the County laws or regulations similar thereto (collectively, "Hazardous Substance Laws"); (ii) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons; (iii) any substance which is flammable, radioactive, corrosive or carcinogenic; or (iv) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or property adjacent thereto; Lessee~~

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

~~Lessee shall be responsible for any contamination by any Hazardous Substance caused by Lessee during the Term (or those of its invitees, employees, contractors or agents) and for any damage, loss, expense, response costs or liability, resulting from Hazardous Substances generated, stored, used, disposed of or transported to, or for any other reason existing on or under the Property as a result of Lessee's use of the Property during the Term. Lessee shall be responsible for, to the extent permitted by law, any loss, claims, liability or costs incurred by reason of any actual failure of Lessee to fully comply with all applicable Hazardous Substance Laws, or the presence, handling, use or disposition in or from the Property of any Hazardous Substances, or by reason of any actual or asserted failure of Lessee to keep, observe, or perform~~

Formatted: Indent: First line: 0.5"

any provision of this Article XX. Nothing herein shall be construed as a waiver of Lessee's sovereign immunity or any governmental immunities available to its officials, officers or agents.

ARTICLE XXI

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

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

Formatted: Indent: First line: 0.5"

ARTICLE XXII

REMOVAL OF FIXTURES, ETC. BY THE TENANTLESSEE

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

Formatted: Indent: First line: 0.5"

ARTICLE XXIII

NOTICES

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

Formatted: Indent: First line: 0.5"

LANDLORDLESSOR ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite 6001G119
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

TENANT/LESSEE ADDRESS:

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

ARTICLE XXIV
ENTIRE AGREEMENT

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

Formatted: Indent: First line: 0.5"

ARTICLE XXV
MISCELLANEOUS PROVISIONS

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

~~Brokers. Landlord and Tenant shall each be responsible for paying their own broker fees, if applicable.~~

No Waiver. No failure of Landlord/Lessor to exercise any power given Landlord/Lessor hereunder, or to insist upon strict compliance by Tenant/Lessee of any obligation hereunder, shall constitute a waiver of Landlord's/Lessor's right to demand exact compliance with the terms hereof.

Formatted: Indent: First line: 0.5"

Formatted: Indent: First line: 0.5"

Severability. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

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

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

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

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

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

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

IN WITNESS WHEREOF, ~~the Landlord~~Lessor and ~~Tenant~~Lessee, acting by and through their duly authorized representatives, have hereunto signed, sealed and delivered this Agreement in triplicate original on the day, month and year first above written, each caused these presents to be executed all as of the Parties keeping one of the triplicate originals date hereinafter set forth.

Formatted: Space After: 12 pt, Line spacing: single

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

LANDLORDLESSOR:
FULTON COUNTY, GEORGIA

Unofficial Witness

By: _____
Robert L. Pitts, Chairman

Notary Public
My Commission Expires:

Attest: _____
~~Jesse A. Harris~~Tonya R Grier, Clerk to
the Commission

(Affix and Impress
Notary Public Seal Here)

APPROVED AS TO FORM:

~~Patrice Perkins Hooker~~Y. Soo Jo, County
Attorney

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

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LESSEE:
CITY OF HAPEVILLE, GEORGIA

By: _____
Name: _____

Attest: _____
Hapeville City Clerk

APPROVED AS TO FORM:

Formatted: Line spacing: single

Formatted: Font: Not Bold

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

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:
CITY OF HAPEVILLE, GEORGIA

By: _____
Name: _____

Attest: _____
Hapeville City Clerk

APPROVED AS TO FORM:

EXHIBIT A

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

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

As depicted in red the map below:



Formatted: Left

Formatted: Justified, Line spacing: Multiple 1.15 li

Formatted: Justified, Indent: Left: 0.25", Line spacing: Multiple 1.15 li

Formatted: Justified

EXHIBIT B

~~{Insurance and Bonding Provisions}~~

INSURANCE REQUIREMENTS

~~The city of Hapeville, a municipal corporation of following arc the state of Georgia shall minimum insurance coverages and limits that Licensee must maintain, though Licensee may also self-insure any required coverage, and provide a Certificate of Insurance self-insurance letter evidencing the following minimum coverages. In the event city of Hapevillesame. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the cityLicensee.~~

~~It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.~~

~~Proof of insurance must be provided to Fulton County prior to the start of Hapeville, access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement shall be maintained during the entire term of the Agreement.~~

~~Accordingly, the Licensee shall provide a certificate evidencing the following:~~

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

~~Employer's Liability Insurance BY ACCIDENT EACH ACCIDENT \$1 \$500,000,000,~~

~~Employer's Liability Insurance BY DISEASE POLICY LIMIT \$1 \$500,000,000,~~

~~Employer's Liability Insurance BY DISEASE EACH EMPLOYEE \$1 \$500,000,000,~~

~~Cover all of ELPM personnel performing work in connection with this agreement.~~

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

~~Bodily Injury and Property Damage Liability Each Occurrence \$2 \$1,000,000~~

~~(Other than Products/Completed Operations) General Aggregate \$3 \$2,000,000~~

~~Products/Completed Operation Aggregate Limit \$2,000,000~~

~~Personal and Advertising Injury Limits \$1,000,000~~

~~Damage to Rented Premises Limits \$300 \$ 100,000~~

~~UMBRELLA 3. BUSINESS AUTOMOBILE LIABILITY INSURANCE~~

~~3. Bodily Injury & Property Damage Each Occurrence /Aggregate \$1,000,000 (Including operation of non-owned, owned, and hired automobiles)~~

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

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Normal (Web)

Formatted: Font color: Black

Formatted: Font: 12 pt, Not Bold, Font color: Black

Formatted: Normal (Web), No bullets or numbering

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Not Bold, Font color: Black

Formatted: Normal (Web), Indent: Left: 0"

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Not Bold, Font color: Black

Formatted: Normal (Web), No bullets or numbering

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Normal (Web), Indent: Left: 0"

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Normal (Web), Indent: Left: 0"

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Not Bold, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Not Bold, Font color: Black

Formatted: Normal (Web), No bullets or numbering

Formatted: Font: 12 pt, Font color: Black

Formatted: Font: 12 pt, Font color: Black

Formatted: Normal (Web), Indent: Left: 0"

Certificates:

~~The city of Hapeville~~Insurance

~~Licensee shall provide Cancellation Endorsement evidencing 30 days' Notice of Cancellation for the aforementioned coverages. Policies and written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list the Fulton County Government, its Officials, Officersofficials, officers and Employeesemployees as an Additional Insured (except for Workers' Compensation) and Professional Liability), using ISO Additional Insured Endorsement form CG 201020 10 (11/85) version, itsits equivalent or on a blanket basis.~~

~~The city of Hapeville~~This insurance shall apply as ~~Primary Insurance~~primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and ~~Waiver~~waiver of ~~Subrogations~~subrogation provided in favor of Fulton County ~~Government~~.

~~Additional Insured under the General Liability and Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.~~

If Fulton County ~~Government~~ shall so request, the ~~city of Hapeville shall~~Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Important:

~~The obligations for the city of Hapeville procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve city of Hapeville from any liability incurred as a result of their or any agent or sub-contractors activities/operations in conjunction with the Agreement.~~

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303

- Formatted: Font: Not Bold, No underline, Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Normal (Web)
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: No underline, Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Normal (Web), Justified
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Font color: Black
- Formatted: Normal (Web)
- Formatted: Font color: Black