

#5

12-R-0086

(Do Not Write Above This Line)

A RESOLUTION
BY COUNCILMEMBER CLETA WINSLOW AND COUNCILMEMBER CARLA SMITH

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ATLANTA AND FULTON COUNTY RECREATION AUTHORITY FOR USE AND OPERATION OF THE FACILITIES LOCATED AT 768 HANK AARON DRIVE, ATLANTA, GEORGIA; FOR THE PURPOSE OF IMPLEMENTING AN AFTER SCHOOL YOUTH DEVELOPMENT PROGRAM; AND FOR OTHER PURPOSES.

ADOPTED BY

FEB 06 2012

- CONSENT REFER
- REGULAR REPORT REFER COUNCIL
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 1/17/12

Referred To: CD/HR

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee CD/HR
Date 1/17/12
Chair Pamela Hoppe
Action Fav, Adv, Hold (see rev. side)
Other

Members [Signature]

[Signature]

[Signature]

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)
Other

Members

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Refer To

- FINAL COUNCIL ACTION
- 2nd
 - 1st & 2nd
 - 3rd
 - Consent
 - V Vote
 - RC Vote

CERTIFIED

CERTIFIED
FEB 06 2012

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED
FEB 06 2012

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

FEB 15 2012

WITHOUT SIGNATURE
BY OPERATION OF LAW



**A RESOLUTION BY
COUNCILMEMBER CLETA WINSLOW AND COUNCILMEMBER CARLA SMITH**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ATLANTA AND FULTON COUNTY RECREATION AUTHORITY FOR USE AND OPERATION OF THE FACILITIES LOCATED AT 768 HANK AARON DRIVE, ATLANTA, GEORGIA; FOR THE PURPOSE OF IMPLEMENTING AN AFTER SCHOOL YOUTH DEVELOPMENT PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the “City”) is committed to providing high quality programming for its youth and offer safe, structured spaces during out-of-school hours where young people can bolster academic and technology skills, engage in physical activity and develop character-building traits; and

WHEREAS, the City has partnered with the Manchester Craftsman’s Guild and National Center for Arts Technology (“Manchester”) to deliver high quality programming for its youth; and

WHEREAS, Manchester’s program provides training in the culinary arts, technology and career readiness and the City’s existing inventory of recreation centers does not meet the Manchester program facility needs; and

WHEREAS, the City of Atlanta and Fulton County Recreation Authority (the “Authority”) desires to partner with the City to provide high quality programming for its youth; and

WHEREAS, the Authority owns and operates FanPlex located at 768 Hank Aaron Drive, Atlanta, Georgia 30315 (“FanPlex”) which has been identified by Manchester as an optimal location for its program; and

WHEREAS, the City and the Authority desire to enter in an Intergovernmental Agreement (“IGA”) allowing the City to operate FanPlex for the purpose of implementing an after school youth development program with Manchester.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, on behalf of the City is authorized to enter into an IGA (in substantially the same or similar form as attached hereto as Exhibit “A”) with the Authority for use and operation of FanPlex for a term commencing upon the execution of the IGA and expiring on December 31, 2017 with two (2) five-year renewal options by mutual consent of the parties.

BE IT FURTHER RESOLVED, that the City shall owe no rent for use of FanPlex, in exchange the City agrees to operate and maintain FanPlex for the purpose of implementing an after school youth development program with Manchester.

BE IT FURTHER RESOLVED, that the IGA will not become binding upon the City, and the City shall incur no liability upon same until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk. and delivered to the Authority.



INTERGOVERNMENTAL AGREEMENT FOR 768 HANK AARON DRIVE

This Intergovernmental Agreement (“Agreement”) made and entered into this day of _____, 2012 (“Effective Date”) by and between City of Atlanta and Fulton County Recreation Authority whose address for the purposes hereof is 755 Hank Aaron Drive, Atlanta, Georgia 30315 (hereinafter referred to as “Lessor”) and the City of Atlanta, a political sub-division of the State of Georgia (hereinafter referred to as “Lessee”).

WITNESSETH:

1. Description of Demised Premises

Lessor, in consideration of the covenants and agreements to be performed by Lessee, and upon the terms and conditions hereinafter stated, does hereby rent and lease unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain space (the “Demised Premises”) consisting of a site of approximately 1.87-acres, improved by an existing 11,000 square foot facility located at 768 Hank Aaron Drive, Atlanta, Fulton County, Georgia 30315 (the “Building”) and including, but not limited to, thirty-eight (38) parking spaces designated by Lessor (the “Parking”) and common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, or being granted hereunder. The Demised Premises are more fully described in Exhibit “A”, attached hereto and incorporated herein by reference.

2. Term

(a) Subject to the Special Stipulations described in Exhibit “B” Attached hereto, Lessee takes and accepts from Lessor the Demised Premises upon the terms and conditions herein contained and in their present condition and as suited for the use intended by Lessee, to have and to hold the same for the term (“Term”) of the Agreement. Term shall include the Base Term and any Renewal (defined below).

(b) The Base Term of this Agreement shall commence on the Effective Date and end on December 31, 2017 (the “Termination Date”). In addition to the Base Term, the Agreement may be renewed by mutual consent of the Parties for two (2) five-year extensions (each such term, a “Renewal”) beginning on January 1st of each subsequent year and ending on December 31st.

(c) This Agreement may be terminated as provided herein or by the Lessee or the Lessor providing a ninety (90) day written “Notice of Lease Termination” at any time during the Lease Term of the Agreement.

3. Rental

Lessee shall not owe rent to Lessor. In exchange for a waiver of rent, Lessee shall



maintain and operate the Demised Premises.

4. Possession

Taking possession by Lessee shall be deemed conclusively to establish that the Demised Premises have been prepared or completed in accordance with the plans and specifications approved by Lessor and Lessee and that the Demised Premises are in good and satisfactory condition and are suitable for Lessee's intended use. Lessee will be permitted to enter premises prior to the commencement date, during regular business hours, of this Agreement for the purpose of installing moveable furniture, trade fixtures and equipment subject to advance written notice and a mutually-acceptable time table as determined by the Executive Director of the Lessor.

5. Quiet Enjoyment

Lessee, upon performing and observing all terms covenants and conditions of this Agreement on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Demised Premises during the term, subject, nevertheless to the terms of this Agreement and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Agreement is or may be subordinated.

6. Use Rules

The Demised Premises shall be used for City of Atlanta Bill Strickland Manchester Program(the "Program") and no other purposes and in accordance with all laws and ordinances (federal, state, county, or municipal, including without limitation, environmental) as well as applicable orders and requirements. The Program focuses on arts, technology, and work force development by providing a safe, structured space during out-of-school hours where young people can bolster academic and technology skills, engage in physical activity and develop character-building traits.

The Program will operate Monday-Friday from approximately __:00 p.m. – __:00 p.m.

Lessee will be permitted to use the Parking at all times during Program hours of operation, except that Lessor shall have the right to use the Parking at any times when the Atlanta Braves baseball team has a weekend or evening game or other special event hosted at Turner Field.

7. Lessor's Right of Entry

Lessor shall retain duplicate keys to all doors of the Demised Premises and Lessor and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours to inspect and examine same, to make repairs,



additions, alterations, and improvements.

8. Default

(a) The following events shall be deemed to be events of default by Lessee under this Agreement: (i) Lessee's use of the Demised Premises for any use other than in accordance with the Use Rules stated in Article 6 of this Agreement; (ii) Lessee shall fail to perform any other condition or obligation under this Agreement after thirty (30) days notice after written notice thereof from Lessor to Lessee; (iii) Lessee shall abandon or vacate all or any portion of the Demised Premises or fail to take possession thereof as provided in this Agreement; or (iv) Lessee shall do, or permit to be done anything which creates a lien upon the Demised Premises which lien is not removed by payment or bond within 30 days after Lessee receives notice thereof.

(b) Upon the occurrence of any of the aforesaid events of defaults, Lessor shall have the option to terminate this Agreement

9. Waiver of Breach

No waiver of any breach of the covenants, warranties, agreements, provisions or conditions contained in this Agreement shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Agreement shall continue in full force and effect as if no breach had occurred.

10. Assignments and Subletting

Lessee shall not sublease or assign this Agreement without the prior written consent of Lessor which consent shall not be unreasonable withheld, except Lessee may at anytime during the Term sublease or assign this Agreement in whole or in part to the Manchester Bidwell Corporation or any subsidiary thereof for operation of the Program. Permitted sub-lessees or transferees shall become directly liable to Lessor for all obligations of Lessee hereunder, without relieving Lessee (or any guarantor of Lessee's obligations hereunder) of any liability to Lessor arising under this Agreement during the entire remaining Term including any extensions thereof, whether or not authorized herein.

11. Destruction

(a) If the Demised Premises are partially or totally damaged or destroyed by fire or other casualty insurable under standard fire insurance policies with extended coverage endorsements so as to become partially or totally untenable, the same shall be repaired or rebuilt by Lessor as provided in Subparagraph (b) of this Article 11.

(b) If the Demised Premises are (i) rendered totally untenable by reason of an occurrence described in Subparagraph (a) or (ii) damaged or destroyed as a result of a risk which is not insured under standard fire insurance policies with extended coverage



endorsement, or (iii) damaged or destroyed during the last eighteen (18) months of the Term or (iv) damaged to such an extent that the Demised Premises cannot be repaired or rebuilt within (90) days from the date of such occurrence, or if the Building is damaged in whole or in part (whether or not the Demised Premises are damaged), to such an extent that the Building cannot, in Lessor's judgment, be operated economically as an integral unit, then and in any such events either party may at its option terminate this Agreement by notice in writing to the other party within thirty (30) days after the date of such occurrence. Unless either party gives such notice, this Agreement will remain in full force and effect and Lessor shall repair such damage at its expense as expeditiously as possible under the circumstance but no longer than ninety (90) days.

(c) If Lessor should elect to be obligated pursuant to Subparagraph (a) above to repair because of any damage or destruction, Lessor's obligation shall be limited to the original Building and any other work or improvements which may have been originally performed or installed at Lessor's expense. If the cost of performing Lessor's obligation exceeds the actual proceeds of insurance paid or payable to Lessor on account of such casualty, either party may terminate this Agreement unless Lessee, within fifteen (15) days after demand therefore deposits with Lessor a sum of money sufficient to pay the difference between the cost of repair and the proceeds of the insurance available for such purpose

(d) In no event shall either party be liable for any loss or damage sustained by the other party by reason of casualties mentioned hereinabove or any other accidental casualty.

12. Installation and Removal of Trade Fixtures, Equipment, Structural Alterations & Effects

Lessee shall have the right, without the consent of Lessor, to install trade fixtures, shelving and partitions in the Building and to paint, decorate and refurbish the Demised Premises and to make any immaterial non-structural alteration thereto as long as Lessee complies with all applicable laws relating to such work. All shelving and partitions, along with Lessee's equipment, shall remain the property of Lessee during the term of the Agreement, any renewals thereof and upon the expiration or termination of the Agreement. Any structural alteration or improvement to the Demised Premises shall require the prior written consent of Landlord which consent shall not be unreasonably withheld.

Lessee shall document the costs of improvements made to the Demised Premises for the purpose of establishing the unamortized costs of the improvements to be reimbursed to the Lessee in the event Lessor terminates this Agreement during the Base Term. In the event of such termination by Lessor, Lessee shall be entitled to receive within thirty (30) days of such termination an amount equal to the unamortized portion of the improvements as documented by the Lessee. Lessee may, upon the expiration or termination of the Term or any renewal thereof, remove all equipment and trade fixtures that Lessee has attached to the Demised Premises during the term of the Agreement.



13. Lessor's Lien

Lessor shall not place a lien on Lessee's personal property contained in Demised Premises.

14. Utility Bills

Lessee shall pay for all utilities, including phone services, and related taxes, necessary to operate the Demised Premises, including but not limited to electricity, water, sewer, gas, fuel, garbage/sanitation, and any necessary lawn maintenance in addition to the base rent for the Demised Premises.

15. Maintenance

Lessee shall provide all maintenance services required to keep the Demised Premises in good repair at all times, including the air conditioning and heating systems.

16. Repairs by Lessee

(a) Lessee shall make repairs to the Demised Premises including structural repairs necessary for safety and tenantability including all glass windows, exterior doors and "building systems".

(b) Lessee shall keep the Building, the Demised Premises and all common areas pertaining thereto in proper repair according to the standards, including "ADA" and Life Safety, of comparable buildings in the Atlanta area.

(c) Lessee covenants and agrees that it will take good care of the Demised Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted.

(d) Lessee shall use best efforts to report at once, in writing or by verbal notice to Lessor any defective or dangerous condition known to Lessee and not otherwise known to Lessor, and failure to so report any defective or dangerous condition known to Lessee which should have been reported to Lessor and could not have been known to Lessor except by report from Lessee shall make Lessee responsible and liable for Lessor's damages resulting from such defective condition.

17. Cleaning Services

Lessee shall provide all custodial/cleaning services and supplies necessary to maintain the Demised Premises. The cleaning services shall include, but not limited to, empty trash cans in all areas and offices at least once each business day, clean restrooms at least once each business day, vacuum all areas at least once each week, clean all windows, inside and outside at least twice each year, clean carpet at least once each year, clean common areas. Lessee shall make every good faith effort to establish and maintain good house keeping policies and practices to keep the Demised Premises in a clean and



sanitary condition during the term of the Agreement.

18. Pest Control Services

Lessee shall provide pest control, including but not limited to the control of rodents, for the Demised Premises as necessary to the control the infestation of ants, roaches and other insects. Lessor shall provide or contract to a commercial pest control firm to provide preventative treatment services at the Demised Premises at least once each year.

19. Security Services

Lessee shall provide, at Lessee's sole expense, all security staff and any security system required and considered necessary by Lessee to provide security for staff and for the physical security of the Demised Premises.

20. Time

Time is of the essence of this Agreement and whenever a certain day is stated for payment or performance of any obligation of Lessee, or Lessor, the same enters into and becomes a part of the consideration hereof.

21. No Estate

This Agreement shall create the relationship of landlord and tenant only between Lessor and Lessee and no estate shall pass out of Lessor. Lessee shall have only a usufruct, not subject to lien, levy and sale and not assignable in whole or in part by Lessee except as provided herein. Lessor acknowledges that Lessee's interest hereunder is not alienable and agrees that any asserted lien claim thereon shall not constitute an event of default hereunder.

22. Cumulative Rights

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

23. Holding Over

If Lessee remains in possession after expiration or termination of the Term with or without Lessor's written consent, Lessee shall become a tenant-at-sufferance, and there shall be no renewal of this Agreement by operation of law. During the period of any such holding over, all provisions of this Agreement shall be and remain in effect. The inclusion of the preceding sentence in this Agreement shall not be construed as Lessor's consent for Lessee to hold over.



24. Surrender of Premises

Upon the expiration or other termination of this Agreement Lessee shall quit and surrender to Lessor the Demised Premises, broom clean in the same condition as at the commencement of the original Term, reasonable wear and tear only excepted, and Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

25. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given, whether actually received or not, on the third business day after such notice is deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Lessor or Lessee at their respective address set forth herein below or at such other address as either party shall have theretofore given to the other by notice as herein provided:

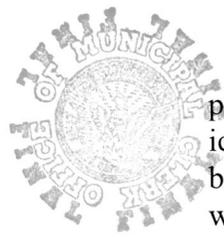
Lessee: City of Atlanta
Office of Enterprise and Assets Management
Attn: Billy Warren, Director of Facilities Management
Suite 1225
68 Mitchell Street, SW
Atlanta, Georgia 30303

Lessor: City of Atlanta and Fulton County Recreation Authority
Attn: Violet Travis Ricks, Esq., Executive Director
755 Hank Aaron Drive
Atlanta, GA 30315

With a copy to, which does not constitute notice:
Hunton & Williams LLP
Attn: Douglass P. Selby, Esq.
600 Peachtree Street, NE
Suite 4100
Atlanta GA, 30308

26. Damage or Theft of Personal Property

All personal property brought into the Demised Premises by Lessee, or Lessee's employees or business visitors, shall be at the risk of Lessee only, and Lessor shall not be liable for the theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or buildings of which the Demised Premises may be a part of. Lessor shall not at any time be liable for damage to any



property in or upon the Demised Premises, which results from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or buildings of which the Demised Premises may be a part, or form the pipes or plumbing work of the same, or from any other place whatsoever, unless such damage results from defects or conditions of which Lessee has given Lessor written notice (or of which Lessor is otherwise aware) and Lessor has failed to perform Lessor's obligation to correct same in a prompt and timely manner.

27. Eminent Domain

(a) If title to any part of the Demised Premises is taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or private purchase in lieu thereof, or if title to so much of the Building or buildings of which the Building may be a part is taken that a reasonable amount of reconstruction thereof will not in Lessor's sole discretion result in the Demised Premises, or the Building or such other buildings being a practical improvement and reasonably suitable for use for the purpose for which they are designed, then in either event, this Agreement shall terminate, at the option of Lessor, on the date that the condemning authority actually takes possession to the part so condemned or purchased. If title to the whole of the Demised Premises or such Building or buildings is taken by eminent domain or private purchase in lieu thereof, then this Agreement shall terminate as of the date possession is so taken by the condemning authority.

(b) If this Agreement is terminated under the provisions of this Article, Lessee shall have no claim against Lessor or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Term. However, Lessee may claim any unamortized costs of leasehold improvements made by Lessee (excluding those costs paid by the construction allowance hereunder) and any relocation expenses recoverable under applicable law.

(c) If there is a partial taking of the Demised Premises, the Building or such other buildings and this Agreement is not thereupon terminated under the provisions of this Article, then this Agreement shall remain in full force and effect, and Lessor shall, within a reasonable time thereafter, repair and restore the remaining portion of the Demised Premises, should they be affected, to the extent necessary to render the same tenantable, and shall repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that such work shall not exceed the scope of the work required to be done by Lessor in originally constructing such Building or the Demised Premises.

(d) All compensation awarded or paid upon a total or partial taking of the Demised Premises or the Building or such other buildings shall belong to and be the property of Lessor without any participation by Lessee (except as otherwise provided in subparagraph (b) hereinabove or as hereafter provided). Nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority from loss of business, damage to, and cost of removal of, trade fixtures,



furniture and other personal property belonging to Lessee.

(e) After any partial taking of the Demised Premises which does not result in a termination of this Agreement the Base Rent (as escalated) for the remainder of the Term shall be reduced by the same percentage as the floor area of the space taken bears to the total floor area originally in the Demised Premises, and any other charges provided for hereunder shall be equitably adjusted.

28. Parties

The term “Lessor”, as used in this Agreement, shall include Lessor and its assigns and successors in title to the Demised Premises. The term “Lessee” shall include Lessee and its heirs, legal representatives and successors, and shall include Lessee’s assignees and sub-lessee, if this Agreement shall be validly assigned or the Demised Premises sublet for the balance of the Term or any renewals or extensions thereof.

29. Relocation of the Premises

There shall be no relocation of the Demised Premises unless otherwise agreed to by Lessor and Lessee in writing.

30. Force Majeure

In the event of strike, lockout, labor trouble, civil commotion, Act of God, or any other cause beyond either party’s control (collectively “force majeure”) resulting in such party’s inability or delay to supply the services or perform the other obligations required hereunder, this Agreement shall not terminate and such performance by either party shall be excused for a reasonable time given the nature of the cause.

31. Submission of Agreement

The submission of this Agreement for examination does not constitute an offer to lease and this Agreement shall be effective only upon execution hereof by Lessor and Lessee.

32. Severability

If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws, the remainder of the Agreement shall not be affected thereby, and in lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as part of this Agreement a clause or provision as may be legal, valid and enforceable.

33. Entire Agreement

This Agreement together with the attached *Exhibit A* (DEMISED PREMISES



FLOOR PLAN) and *Exhibit B* (SPECIAL STIPULATIONS) contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given such party hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

34. Obligation to Insure

(a) Lessor acknowledges that Lessee is self-funded for its workers' compensation, automobile liability and general liability coverages.

(b) Lessee agrees to maintain a primary "General Liability Insurance Policy" during the Term of this Agreement. The "liability limits" for said policy shall be \$2,000,000 for any one occurrence or wrongful act. Lessee shall ensure that the policy includes an endorsement making Lessor an "additional insured." A copy of this endorsement and a Certificate of Insurance confirming indicated coverage under said policy for the duration of this Agreement shall be provided to the Lessor prior to any work or occupancy of the Demised Premises.

(c) Lessee agrees to maintain a "Public Entity (Excess) Liability Insurance Policy" for excess of the automobile and general Liability coverage during the Term of this Agreement. The "retained limit" of said policy shall be \$2,000,000. The "liability limits" for said policy shall be \$5,000,000 for any one occurrence or wrongful act. Lessee shall ensure that the policy includes an endorsement making Lessor an "additional insured." A copy of this endorsement and a Certificate of Insurance confirming indicated coverage under said policy for the duration of this Agreement shall be provided to the Lessor prior to any work or occupancy of the Demised Premises.

(d) The Public Entity (Excess) Liability Insurance Policy shall contain a provision that coverages afforded under such policies shall not expire, be canceled or altered without at least ninety (90) days prior written notice to Lessor.

35. Release By Lessee

(a) Lessee cannot indemnify third parties under current law.

(b) Lessee agrees to release the Lessor from all responsibility or liability for any loss, injury, or damage not covered by insurance.

36. Hazardous Materials/Waste

Lessee agrees that Lessee, its agents, servants, employees, licensees and contractors shall not use or permit the use of, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or



above the Demised Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products in nominal quantities (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Demised Premises for general office purposes.

37. Headings

The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Agreement.

38. Signage

All of Lessee's Signage shall conform to City of Atlanta signage standards and related codes.

39. Emergency Contact Information

The Lessor shall provide Lessee, and Lessee shall provide Lessor with Emergency Contact Information which shall include a designated individual or company that shall be available 24 hours per day / 7 days per week basis to respond to and address any emergency that may arise at the Demised Premises. This information shall be made a part of the Agreement.

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



ATTEST:

Lessee:

CITY OF ATLANTA:

Municipal Clerk (Seal)

MAYOR

RECOMMENDED:

Director, Office of Enterprise
and Asset Management

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney



[Signature Page to Agreement for 768 Hank Aaron Drive]

Lessor:

**CITY OF ATLANTA AND FULTON
COUNTY RECREATION AUTHORITY**

By: _____
Title:

SEAL



Exhibit A

DEMISED PREMISES FLOOR PLAN

The “Demised Premises” as outlined on the Plat attached hereto as *Exhibit A* that certain space (the “Demised Premises”) consisting of a site of approximately 1.87-acres, improved by an existing 11,000 square foot facility located at 768 Hank Aaron Drive, Atlanta, Fulton County, Georgia 30315 and including, but not limited to, thirty-eight (38) parking spaces designated by Lessor (the “Parking”) and common areas on that tract of land and by this reference made a part hereof, with no easement for light or air included in the demised premises, or being granted hereunder.

[INSERT FLOOR PLAN]



Exhibit B

SPECIAL STIPULATIONS

Lessee hereby acknowledges:

1. The Demised Premises (real estate including fixtures and equipment) will be leased to the Lessee on an "As is, Where is" condition.

RCS# 1724
2/06/12
2:43 PM

Atlanta City Council

CONSENT I

02/06/2012 AGENDA SECTION I

ADOPT

YEAS: 10
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 3

Y Smith	B Archibong	Y Moore	NV Bond
B Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	B Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		02-06-12
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-0010	36. 12-R-0113	44. 12-R-0121
2. 10-O-1808	37. 12-R-0114	45. 12-R-0122
3. 11-O-1540	38. 12-R-0115	46. 12-R-0123
4. 12-O-0013	39. 12-R-0116	47. 12-R-0124
5. 12-O-0080	40. 12-R-0117	48. 12-R-0125
6. 12-O-0087	41. 12-R-0118	49. 12-R-0126
7. 12-O-0046	42. 12-R-0119	50. 12-R-0127
8. 12-O-0047	43. 12-R-0120	51. 12-R-0128
9. 12-O-0048		52. 12-R-0129
10. 12-O-0077		53. 12-R-0130
11. 12-O-0054		54. 12-R-0131
12. 12-O-0055		55. 12-R-0132
13. 12-O-0057		56. 12-R-0133
14. 12-O-0061		57. 12-R-0134
15. 12-O-0062		58. 12-R-0135
16. 12-O-0085		59. 12-R-0136
17. 11-R-1132		60. 12-R-0137
18. 12-R-0089		61. 12-R-0138
19. 12-R-0090		62. 12-R-0139
20. 12-R-0091		63. 12-R-0140
21. 12-R-0092		64. 12-R-0141
22. 12-R-0154		65. 12-R-0142
23. 11-R-1581		66. 12-R-0143
24. 12-R-0083		67. 12-R-0144
25. 12-R-0086		68. 12-R-0145
26. 12-R-0110		69. 12-R-0146
27. 12-R-0111		70. 12-R-0147
28. 12-R-0148		
29. 12-R-0149		
30. 12-R-0106		
31. 12-R-0107		
32. 12-R-0108		
33. 12-R-0109		
34. 12-R-0096		
35. 12-R-0097		