

## TERMINATION OF INTERGOVERNMENTAL AGREEMENT

**THIS TERMINATION OF INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the "County"), and the **DEVELOPMENT AUTHORITY OF DEKALB COUNTY**, a public body corporate and politic of the State of Georgia ("Authority").

### WITNESSETH:

**WHEREAS**, by Intergovernmental Agreement dated April 26, 2011, between the County and the Authority (as the same may have been modified, amended, renewed or extended from time to time, the "IGA"), Authority leased the Bransby Center from County for the Term (as defined in the IGA), which Bransby Center is more particularly described in Exhibit A attached hereto and by reference made a part hereof (the "Premises"); and

**WHEREAS**, additionally, by Lease dated April 26, 2011, between Authority and Young Men's Christian Association of Metropolitan Atlanta, Inc. ("YMCA") (as the same may have been modified, amended, renewed or extended from time to time, the "Lease"), YMCA leased the Bransby Center from Authority for the Term; and

**WHEREAS**, County, Authority and YMCA are all parties to a Master Agreement for Public-Private Partnership ("Master Agreement") dated as of December 30, 2008, wherein the parties contemplated the Lease and other related agreements; and

**WHEREAS**, at the request of YMCA, YMCA and Authority have agreed to terminate the Lease prior to the expiration of the Term and County has consented to such termination; and

**WHEREAS**, based on the termination of the Lease, Authority has no further use for the Premises and has requested that the IGA be terminated; and

**WHEREAS**, County and Authority have agreed to terminate the IGA prior to the expiration of the Term in accordance with the terms of that certain Lease Termination Agreement dated as of the Effective Date (the "Lease Termination Agreement"); and

**WHEREAS**, the parties desire to enter into this Agreement to evidence such termination and certain other terms and agreements;

**NOW, THEREFORE**, in consideration of their respective covenants and agreements as hereinafter set forth, the parties hereto do mutually covenant and agree to and with each other as follows:

1. **Capitalized Terms.** All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the IGA.

2. **Termination of IGA.** County and Authority hereby agree to terminate the IGA effective as of April 8, 2021 and immediately following the termination of the Lease (the "Termination Date"). The IGA and all rights of Authority under the IGA, including,

but not limited to, Authority's right to sublet the Premises, will terminate on the Termination Date. Upon the Termination Date, neither party shall have any further obligations under the IGA, except for those which expressly survive expiration or termination of the IGA and except as expressly provided in this Agreement. Without limiting the foregoing, County acknowledges and agrees that, as of the Termination Date, Authority shall be released from any and all further obligations to pay any rent, additional rent, expenses and any other charges due and payable under the IGA. In addition to the foregoing, Authority acknowledges and agrees that, as of the Termination Date, County shall be released from any and all charges due and payable under the Lease, including but not limited to any possible termination fee set forth in Section 14.3 of the Lease, together with the same termination fee set forth in Section 6.5 of the IGA.

3. **Surrender of Premises.** Authority shall vacate and surrender possession of the Premises to County on the Termination Date in its current "as-is" condition. Any interest that Authority may have in trade fixtures, furniture, furnishings, equipment, other personal property and Improvements (as that term is defined in Section 7.2 of the Lease) not removed by the YMCA from the Premises by the Termination Date are hereby conveyed by the Authority to the County.

4. **Right of First Refusal.** The Right of First Refusal contained in Article XVIII of the Lease and as set forth in Section 4.1(g) of the IGA is hereby cancelled and is of no further force or effect.

5. **Survival.** Each party hereby covenants and agrees to comply with all of its obligations and responsibilities under the IGA through the Termination Date and, to the extent such provisions survive any termination pursuant to the terms of the IGA, same shall survive.

6. **Releases.** Effective on the Termination Date, and to the extent permitted by law Authority fully and forever releases, remises, acquits and discharges County and its officers, directors, agents, elected officials, individuals and in their official capacities, shareholders and employees of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, charges, judgments, executions, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, which Authority may have had, now have or can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of or in any way connected with the IGA or the Lease as of the Termination Date, but not otherwise. Effective on the Termination Date and provided YMCA and the Authority have vacated and surrendered the Premises, and to the extent permitted by law, County fully and forever releases, remises, acquits and discharges Authority and its officers, directors, agents, shareholders and employees of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, charges, judgments, executions, losses and liabilities of whatever kind or nature, in law, equity or otherwise, whether known or unknown, which Authority may have had, now have or can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of or in any way connected with the IGA as of the Termination Date, but not otherwise.

7. **Counterparts; PDF Delivery.** This Agreement may be executed by the parties hereto in separate counterparts, including by “portable document format” (“pdf”) or electronic signatures, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by pdf shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with applicable laws.

8. **Entire Agreement.** This Agreement supersedes any and all prior discussions and agreements, either oral or written, by and between County and Authority with respect to termination of the IGA, and this Agreement along with County’s consent to the Lease Termination Agreement contains the sole and entire agreement between County and Authority with respect to termination of the IGA. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns. Notwithstanding the above, all other terms of the Master Agreement remain in effect.

9. **Representations.** Each party represents to the other that it has full power and authority to execute this Agreement. Each party represents to the other that it has not made any assignment, sublease, transfer, conveyance or other disposition of the IGA or any interest in the IGA or the Premises, and has no knowledge of any existing or threatened claim, demand, obligation, liability, action or cause of action arising from or in any manner connected with the IGA or the Premises by any other party. Further, each party represents to the other that no party is in default under any of the terms, conditions or covenants of the IGA, to be performed or complied with by the applicable party, and no event has occurred and no circumstances exist which, with the passage of time of the giving of notice, would constitute an event of default under the IGA. Authority represents to County that there are no liens or encumbrances against the Premises and no judgments outstanding against the Authority which would affect title to the Premises.

10. **Applicable Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia.

11. **Time of Essence.** Time is of the essence of this Agreement and the provisions contained herein.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

*[signature page for Termination of Intergovernmental Agreement]*

**AUTHORITY:**

**DEVELOPMENT AUTHORITY OF DEKALB  
COUNTY**

By: 

Name: Don Bolia

Title: Chair

*[signature page for Termination of Intergovernmental Agreement]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

**COUNTY:**

**DEKALB COUNTY, GEORGIA,**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Substance:**

\_\_\_\_\_

**Approved as to Form:**



Clay W. Reese

Gregory, Doyle Calhoun & Rogers, LLC

Attorney for DeKalb County

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 190 OF THE 16TH DISTRICT, OF DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A ½" REBAR SET AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 191 AND 190 OF THE 16TH DISTRICT AND THE WESTERLY RIGHT-OF-WAY LINE OF ROCK CHAPEL ROAD; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF ROCK CHAPEL ROAD (100-FOOT RIGHT-OF-WAY) SOUTH 06 DEGREES 54 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 132.27 FEET TO A ½" REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 567.58 FEET TO A ½" REBAR SET AT AN ANGLE POINT; THENCE NORTH 89 DEGREES 37 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 49.21 FEET TO A ½" REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 36.09 FEET TO A ½" REBAR SET AT AN ANGLE POINT; THENCE SOUTH 89 DEGREES 37 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 49.21 FEET TO A ½" REBAR SET AT AN ANGLE POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 401.16 FEET TO THE NORTHEASTERLY CORNER OF AN APPARENT GAP SEPARATING SUBJECT PROPERTY FROM PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU AS RECORDED IN DEED BOOK 15622, PAGE 787, DEKALB COUNTY, GEORGIA RECORDS; THENCE NORTH 87 DEGREES 05 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 1454.39 FEET ALONG THE NORTHERLY LINE OF SAID GAP TO AN OPEN TOP PIPE FOUND ON THE NORTHWESTERLY CORNER OF SAID PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU; THENCE SOUTH 01 DEGREE 42 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 100.05 FEET ALONG THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY ROSE MARIE OPOKU TO AN OPEN TOP PIPE FOUND ON THE NORTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY WILLIAM WHITE, JR. AND BEVERLY WHITE AS RECORDED IN DEED BOOK 9317, PAGE 525, SAID RECORDS; THENCE SOUTH 03 DEGREES 08 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 726.00 FEET ALONG THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY WILLIAM WHITE, JR. AND BEVERLY WHITE, AND THE WESTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY KATHY M. PORT AS RECORDED IN DEED BOOK 9458, PAGE 312, SAID RECORDS, TO A ½" REBAR SET ON THE NORTHEASTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY A. PODBER ETAL, AS RECORDED IN DEED BOOK 2197, PAGE 379, SAID RECORDS; THENCE SOUTH 89 DEGREES 08 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 436.00 FEET ALONG THE NORTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY A. PODBER ETAL TO A ½" REBAR SET ON THE NORTHWESTERLY CORNER OF SAID PROPERTY AND THE LAND LOT LINE SEPARATING LAND LOTS 163 AND 190; THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1349.00 FEET ALONG THE EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY BOND SORROW SHEPPARD RACHAEL AS RECORDED IN DEED BOOK 317, PAGE 269, SAID RECORDS, AND THE

EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG AS RECORDED IN DEED BOOK 8449, PAGE 226, SAID RECORDS, AND ALONG SAID LAND LOT LINE TO A ROD FOUND AT AN ANGLE POINT ON THE EASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG; THENCE NORTH 45 DEGREES 28 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 760.58 FEET ALONG THE SOUTHEASTERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY TIMOTHY A. YOUNG TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY OPUKU COMFORT AS RECORDED IN DEED BOOK 13313, PAGE 374, SAID RECORDS, AND THE LAND LOT LINE SEPARATING LAND LOTS 191 AND 190; THENCE FOLLOWING THE LAND LOT LINE SEPARATING LAND LOTS 191 AND 190 AND RUNNING NORTH 89 DEGREES 34 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 369.25 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY OPUKU COMFORT, AND THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY MICHAEL A. AND SHIRLY L. BISHOP AS RECORDED IN DEED BOOK 5586, PAGE 613, SAID RECORDS, TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY EARNEST D. HOWELL AS RECORDED IN DEED BOOK 12631, PAGE 567, SAID RECORDS; THENCE NORTH 88 DEGREES 49 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 296.09 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY EARNEST D. HOWELL, THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY IRA NEWTON SCOTT AS RECORDED IN DEED BOOK 5044, PAGE 301, SAID RECORDS, AND THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY BETTY SPAIN BENTLEY AS RECORDED IN DEED BOOK 19106, PAGE 321, SAID RECORDS, TO A ROD FOUND ON THE SOUTHWESTERLY CORNER OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL AS RECORDED IN DEED BOOK 16684, PAGE 634, SAID RECORDS; THENCE NORTH 89 DEGREES 48 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 414.69 FEET ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL AS RECORDED IN DEED BOOK 16684, PAGE 634, SAID RECORDS, TO A ½" REBAR SET ON AN ANGLE POINT; THENCE NORTH 89 DEGREES 36 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 215.85 FEET CONTINUING ALONG THE SOUTHERLY LINE OF PROPERTY OWNED BY NOW OR FORMERLY CORNERSTONE CAPITAL TO A ½" REBAR SET ON THE INTERSECTION OF SAID LAND LOT LINE AND THE WESTERLY RIGHT-OF-WAY OF ROCK CHAPEL ROAD AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 2,203,013 SQUARE FEET (50.574 ACRES) MORE OR LESS AS SHOWN ON THAT CERTAIN SURVEY FOR DEKALB COUNTY YMCA DATED SEPTEMBER 6, 2007, LAST REVISED FEBRUARY 25, 2011, PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., RONNIE J. JOINER, RLS # 2488.