

1 A RESOLUTION AUTHORIZING APPROVAL OF A FIRST AMENDMENT AND
2 EXTENSION TO LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, AS
3 TENANT, AND LIT/HODGES INDUSTRIAL TRUST, AS LANDLORD, TO PROVIDE
4 WAREHOUSE AND OFFICE SPACE FOR THE OPERATIONS OF THE FULTON
5 COUNTY DISTRICT ATTORNEY'S OFFICE; AUTHORIZING THE CHAIRMAN TO
6 EXECUTE THE FIRST AMENDMENT TO LEASE AGREEMENT AND RELATED
7 DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE FIRST
8 AMENDMENT TO LEASE AGREEMENT AS TO FORM AND MAKE NECESSARY
9 MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

10
11 **WHEREAS**, the Fulton County District Attorney's Office (the "DA's Office") is
12 responsible for investigating and prosecuting violations of criminal statutes within Fulton
13 County; and

14 **WHEREAS**, the collection and storage of evidence is essential when prosecuting
15 criminal cases in the Superior Court of Fulton County, Georgia; and

16 **WHEREAS**, the Fulton County Board of Commissioner's previously approved the
17 current lease agreement with LIT/ HODGES INDUSTRIAL TRUST for 24,798 square feet
18 of warehouse and office space at the Board of Commissioner's Meeting held June 19,
19 2013 as Agenda Item 13 -0406; and

20 **WHEREAS**, the current lease agreement was for a period (10) ten years and
21 included certain renewal options; and

22 **WHEREAS**, the Initial Term of the current lease agreement will expire December
23 31, 2023; and

24 **WHEREAS**, at the request of the Office of the Fulton County District Attorney the
25 Department of Real Estate and Asset Management has negotiated mutually acceptable
26 rental terms to extend the current lease for a period of (7) years, inclusive of renewal
27 terms; and

1 **WHEREAS**, the Office of the Fulton County District Attorney and the Department
2 of Real Estate and Asset Management requests the approval of the Board of
3 Commissioners to amend certain provisions of the original lease and extend the lease
4 term; and

5 **WHEREAS**, pursuant to and subject to the restrictions of O.C.G.A. § 36-60-13,
6 Fulton County is authorized to enter into multiyear lease contracts of all kinds for the
7 acquisition of goods, materials, real and personal property, services, and supplies.

8 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
9 approves the First Amendment and Extension to Lease Agreement with LIT/ Hodges
10 Industrial Trust in substantially the form attached hereto as Exhibit "A."

11 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
12 is hereby authorized to execute the First Amendment and Extension to Lease Agreement
13 between Fulton County and LIT/ Hodges Industrial Trust.

14 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
15 approve the First Amendment to Lease Agreement as to form, and to make such
16 modifications as are necessary, to protect the County's interests prior to execution by the
17 Chairman.

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

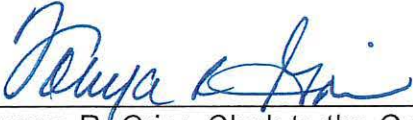
21 **SO PASSED AND ADOPTED**, this 16th day of August, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS



Robert L. Pitts, Chairman

ATTEST:



Tonya R. Grier, Clerk to the Commission



APPROVED AS TO FORM:



Y. Soo Jo, County Attorney

FIRST AMENDMENT AND EXTENSION TO LEASE AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION TO LEASE AGREEMENT (this "**Amendment**") is executed as of August _____, 2023, by and between **LIT/HODGES INDUSTRIAL TRUST**, a Maryland real estate investment trust ("**Landlord**"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Tenant**").

RECITALS:

WHEREAS, Landlord and Tenant previously entered into Lease Agreement dated September 17, 2013 (the "**Lease**"), with respect to approximately 24,798 square feet located at 5500-B Fulton Industrial Boulevard, Atlanta, Georgia 30336 (the "**Premises**") and being a portion of the building commonly known as Westpark (Building No. 406034) (the "**Building**"); and

WHEREAS, Tenant desires to extend the term of the Lease for seven (7) consecutive, automatically-renewing twelve (12)-month extension terms, and Landlord has agreed to such extensions on the terms and conditions as contained herein.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Lease Term.** The Lease is hereby extended for an initial twelve (12) month term, beginning on **January 1, 2024**, and expiring on **December 31, 2024** (the "**First Extended Term**"). Pursuant to O.C.G.A. § 36-60-13, this Amendment shall terminate absolutely and without further obligation on the part of the Tenant at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. Pursuant to O.C.G.A. § 36-60-13 at the expiration of the First Extended Term, the Lease shall automatically renew annually for six (6) consecutive twelve (12) month terms (not to exceed seventy-two (72) months following the expiration of the First Extended Term) (each, an "**Extended Option Term**") unless the Lease is terminated earlier in accordance with Section 3 of the Initial Lease or Section 2 of this Amendment and subject to appropriation of funding.

2. **Termination.** Landlord and Tenant hereby acknowledge that each Extended Option Term under the Lease shall be contingent upon the availability and the appropriation of funds by the Tenant. If such funds are not available and appropriated for any Extended Option Term, then Tenant shall provide the "Notice of Lease Termination" as described in Sections 2 and 3 of the Initial Lease which are incorporated herein by reference. In no event shall the Lease continue beyond December 31, 2030, unless extended by mutual written agreement of both parties.

3. **Base Rent.** Beginning **January 1, 2024** (the "**Renewal Commencement Date**"), the Rent shall be **\$12.25** per square foot per annum (the "**Modified Base Rent**") to be paid in fixed monthly installments during First Extended Term and all permitted Extended Option Terms. The monthly installments of the Modified Base Rent shall be due and payable on or before the first day of each calendar month succeeding the Renewal Commencement Date in accordance with the rent schedule set forth on **Schedule 3** attached hereto and incorporated herein.

4. **Expense Stop.** The Expense Stop shall remain at **\$2.72** per square foot per annum during the First Extended Term and each Extended Option Term, and Landlord shall be responsible for the costs and expenses associated with the ownership, maintenance, and operation of the Demised Premises, including the services set forth in Section 11 of the Initial Lease.

5. **Condition of Premises.** Except as set forth on **Schedule 5** attached hereto, Tenant accepts the Premises, in its "**AS-IS, WHERE-IS**" condition, subject to all applicable laws, ordinances, regulations, covenants and restrictions. Landlord shall have no obligation to perform or pay for any repair or other work therein. Landlord has

made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. Tenant acknowledges that (i) it has inspected and accepts the Premises in an "AS-IS, WHERE-IS" condition, and (ii) the Building and improvements in the Premises are suitable for the purpose for which the Premises are leased. Landlord has made no warranty, representation, covenant or agreement with respect to the merchantability or fitness for any particular purpose of the Premises. The Premises are in good and satisfactory condition and no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, and there are no representations or warranties, expressed, implied or statutory, that extend beyond the description of the Premises. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession.

6. **Notices.** The Parties' notice addresses in the Lease are hereby amended as follows:

Tenant:	Fulton County, Georgia Government 141 Pryor Street Suite 8021 Atlanta, Georgia 30303 Attn: Land Administrator
	Fulton County, Georgia Government 141 Pryor Street Suite G119 Atlanta, Georgia 30303 Attention: Director of Real Estate & Asset Management
	Fulton County, Georgia Government 141 Pryor Street Suite 4038 Atlanta, Georgia 30303 Attention: County Attorney
	Fulton County, Georgia Government 141 Pryor Street 10th Floor Atlanta, Georgia 30303 Attention: County Manager
Landlord:	LIT/HODGES INDUSTRIAL TRUST c/o Clarion Partners 1717 McKinney Avenue, Suite 1900 Dallas, TX 75202 Attention: Fritz Konker Telephone number: 214/647-4942

With copy to:	Thompson Burton PLLC 1801 West End Avenue, Suite 1550 Nashville, TN 37203 Attn: William W. Burton, Esq. Telecopy: (615) 807-3048
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7. **Brokerage.** Tenant and Landlord each represents and warrants to the other that no real estate broker, agent, commission salesman, or another person other than Seefried Industrial Properties, Inc., which has represented Landlord, has represented either in the negotiation of this Amendment and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any real estate broker, agent, commission salesman or another person (even including the broker or other person or firm excluded above from the Tenant's warranty of no broker) except if and only as may be provided in a separate written commission agreement signed by the party against whom the commission or compensation is charged. Landlord agrees to indemnify and hold Tenant hereunder harmless

from and against any claim for any such commissions, fees, or other forms of compensation by any such third party claiming through the indemnifying party, including, without limitation, any and all claims, causes of action, damages, costs, and expenses (including attorneys' fees), associated therewith.

8. **Ratification by Tenant.** Landlord and Tenant hereby (a) ratify and re-affirm all of the terms and conditions of the Lease, as modified and amended hereby, and all representations, warranties, certifications, covenants and agreements contained therein which shall remain in full force and effect as originally written and agreed except to the extent modified hereby and (b) acknowledge, represent and warrant that the Lease, as modified, constitute valid and enforceable obligations of Landlord and Tenant as of this date free from any defenses and claims of offset by Landlord or Tenant. Tenant acknowledges that all tenant finish-work allowances provided to Tenant under the Lease or otherwise, if any, have been paid in full by Landlord to Tenant, and Landlord has no further obligations with respect thereto.

9. **Definitions; Whole Agreement.** All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As amended herein, the Lease shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

10. **Miscellaneous.** This Amendment shall be governed by the laws of the State in which the Premises are located. This Amendment may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original Amendment, but all such counterparts together shall constitute but one agreement. Signatures to this Amendment transmitted by telecopy or e-mail of a .pdf file shall be valid and effective to bind the party so signing. Each party agrees to deliver an execution original to this Amendment with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Amendment shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other party to this Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed as of the date first written above.

LANDLORD:

LIT/HODGES INDUSTRIAL TRUST,
a Maryland real estate investment trust

By: LIT Industrial Limited Partnership,
a Delaware limited partnership, its sole member

By: LIT Holdings GP, LLC,
a Delaware limited liability company, its general partner

By: _____
Name: Neal F. Konker
Title: Vice President

TENANT:

FULTON COUNTY, GEORGIA

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

Attest: 
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:


Y. Soo Jo, County Attorney



ITEM # 23-0531 RCS 8/16/23
RECESS MEETING

SCHEDULE 3

MODIFIED BASE RENT

Time Period	Annual Rent Rate Per Rentable Square Foot	Annual Rent	Monthly Installments of Rent	Months
1-1-24 - 12-31-24	\$12.25	\$303,775.50	\$25,314.63	12
1-1-25 - 12-31-25	\$12.25	\$303,775.50	\$25,314.63	12
1-1-26 - 12-31-26	\$12.25	\$303,775.50	\$25,314.63	12
1-1-27 - 12-31-27	\$12.25	\$303,775.50	\$25,314.63	12
1-1-28 - 12-31-28	\$12.25	\$303,775.50	\$25,314.63	12
1-1-29 - 12-31-29	\$12.25	\$303,775.50	\$25,314.63	12
1-1-30 - 12-31-30	\$12.25	\$303,775.50	\$25,314.63	12

SCHEDULE 5

CONSTRUCTION ADDENDUM

1. **Acceptance of Premises.** Except as set forth in this Exhibit, Tenant has previously accepted and is in current possession of the Premises in their "**AS-IS**" condition on the date that this Lease is entered into.

2. **Plans and Specifications.** Landlord shall involve Tenant in the process of developing plans and specifications (the "**Plans**") for the construction of improvements to the Premises as set forth on **Schedule 5-1** attached hereto (the "**Tenant Improvements**"). If necessary for the construction and installation of the Tenant Improvements, Landlord also shall cause the preparation of working drawings and specifications based upon, and consistent with, the Plans. The Plans, together with any such working drawings and specifications are sometimes collectively referred to herein as the "**Plans and Specs**". The construction and installation of the Tenant Improvements in accordance with the Plans and Specs is sometimes referred to herein as the "**Work**". The Plans shall be prepared by an architect or design consultant (the "**Architect**") selected by Landlord.

3. **Construction of Improvements.**

(a) Upon receipt of all required permits, approvals and licenses, Landlord shall proceed with and cause the Tenant Improvements to be Substantially Completed in accordance with the Plans and Specs. As used herein, the term "**Substantial Completion**" or "**Substantially Completed**" means that in the reasonable opinion of the Architect, the Tenant Improvements have been completed substantially in accordance with the Plans and Specs and are in good and satisfactory condition, subject only to punchlist items that do not prevent Tenant from using the Premises for its intended use. In the event of any dispute as to whether Substantial Completion has occurred, the sign-off by the municipal building inspector shall be conclusive.

(b) Tenant acknowledges that the Landlord shall complete the Tenant Improvements while Tenant remains in possession of the Premises. No delay in completion of the Tenant Improvements or impact on Tenant's operations at the Premises shall entitle Tenant to any rent abatement or other remedy with respect to this Lease. Tenant agrees to reasonably cooperate with Landlord to avoid interference with Landlord's construction or completion of the Tenant Improvements.

4. **Punch List.** When Landlord considers the Tenant Improvements to be Substantially Completed, Landlord will notify Tenant and within three (3) business days thereafter, Landlord's Representative and Tenant's Representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Tenant Improvements. Neither Landlord's Representative nor Tenant's Representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor constructing the Tenant Improvements to complete all punchlist items within thirty (30) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

5. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed. Additional costs for approved change orders, if any, shall be the financial responsibility of the Tenant; however, if such requested change would adversely affect (in the reasonable discretion of Landlord) (1) the structure of the Building or the plumbing, electrical, heating, ventilating and mechanical systems of the Building, (2) the exterior appearance of the Building, or (3) the appearance of the Building's common areas or elevator lobby areas, Landlord shall have the option to refuse to complete construction of a change order request.

6. **Construction Costs.** Tenant shall be responsible for payment of all construction costs associated with Tenant Improvements as provided herein. The cost of the Tenant Improvements shall include all costs and expenses incurred by Landlord in connection with the construction of the Tenant Improvements in accordance with the Plans and Specs, including all architectural, space planning, construction management and engineering fees, costs of ADA compliance and any and all licensing or permit fees (the "**Construction Costs**"). Any wiring, cabling or other

telecommunications-related expenses in the Premises shall not be part of the Construction Costs and shall be at Tenant's sole cost and expense. Landlord makes no representation or warranty whatsoever as to the total cost of the Tenant Improvements.

7. **Bidding and Payment of Overage.** Landlord agrees that construction of the Tenant Improvements shall be competitively bid with three (3) general contractors acceptable to Landlord and that the lowest bid shall be accepted by Landlord unless otherwise agreed upon by Landlord and Tenant. Landlord shall provide Tenant with a copy of the lowest qualifying bid prior to commencement of construction of the Tenant Improvements. Landlord shall prepare a detailed invoice with all Construction Costs itemized and Tenant shall pay to Landlord the Construction Costs within fifteen (15) days after written demand therefor, which shall occur prior to commencement of construction of the Tenant Improvements. Failure of Tenant to pay the Construction Costs to Landlord within such fifteen (15) day period shall be deemed an Event of Default under the Lease and each day thereafter Tenant fails to pay such Construction Costs shall be deemed to be a Tenant Delay day. In the event that the final Construction Costs are less than the amount paid by Tenant, then Tenant shall pay Landlord the amount thereof within Fifteen (15) days of receiving the itemized invoice for services provided. In the event that the final Construction Costs is greater than the amount actually paid by Tenant, then Landlord shall credit such amount against the next monthly installment(s) of base rent owed by Tenant.

8. **Construction Management.** Mike Caforio with Avison Young shall coordinate construction of Tenant Improvements and for such services shall be paid a construction management fee of five percent (5%) of the total cost of the Tenant Improvements, which fee shall be paid out as part of the Construction Costs.

9. **Construction Representatives.** Landlord's Representative and Tenant's Representative for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative:

Mike Caforio
Avison Young
30 Ivan Allen Jr. Blvd., Suite 900
Atlanta, Georgia 30308
Telephone: (770) 916-6144
E-mail: mike.caforio@avisonyoung.com

Tenant's Representative:

Dulce M. Guzman
Construction Project Manager
Department of Real Estate and Asset Management (DREAM)
Building Construction Division
Office: 404-612-3899
Cell: 470-526-8073

10. **Miscellaneous.** The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of rent by Tenant. Except for incomplete punch list items, upon the Commencement Date, Tenant shall have and hold the Premises as the same shall then be without any liability or obligation on the part of Landlord for making any further alterations or improvements of any kind in or about the Premises, except as specifically set forth in the Lease.

Schedule 5-1

Schedule of Tenant Improvements

- [Insert]