

## RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("**Rental Agreement**"), is made and entered into this 15 day of Oct 2012 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**County**"), and the **GEORGIA DEPARTMENT OF HUMAN SERVICES (formerly the GEORGIA DEPARTMENT OF HUMAN RESOURCES)**, for its Division of Family and Children Services ("**DHS**").

### Background

1. Fulton County, as tenant, entered into that certain Rental Agreement dated December 15, 1994, with Bankhead Development, L.C., d/b/a Bankhead Partners ("**Bankhead Partners**"), as the landlord, in connection with the acquisition of land more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("**Real Property**") and construction of a building located at 1249 Donald Lee Hollowell Parkway, Atlanta, Georgia containing approximately 75,200 square feet of office space ("**Building**") and related improvements thereon ("**Project**") designed and constructed for use and occupancy by the Fulton County Department of Family and Children Services ("**Fulton DFCS**"). Said rental agreement was subsequently amended pursuant to a First Amendment to Rental Agreement dated June 18, 1997 (collectively, the "**Standard Rental Agreement**"). Such Building, Real Property and Project, collectively, shall hereinafter be referred to as the "**Facility**".

2. Section 20 of the December 15, 1994 Rental Agreement provided that Bankhead Partners' interest in the Real Property will be "transferred, conveyed and assigned" to Fulton County and the Rental Agreement shall terminate "on June 15, 2010 or such earlier date [...] that all Rental Payments have been paid". Fulton County has now satisfied all debt that is owed under the Standard Rental Agreement, and therefore the County now owns the Facility that is the subject of this Rental Agreement.

3. Pursuant to an assignment agreement dated December 15, 1994, Bankhead Partners transferred and assigned to Stephens Real Estate, Inc. ("**SREI**") all right, title and interest of Bankhead Partners in and to the Standard Rental Agreement, but not any obligations that Bankhead Partners had under the Standard Lease Agreement, including, without limitation, the obligation to construct the Building and to provide management services for the Facility.

4. By an assignment agreement dated December 15, 1994, SREI transferred and assigned to NationsBank of Georgia, National Association ("**NationsBank**") all right, title and interest of SREI in and to the Standard Lease Agreement.

5. Contemporaneously with the County and Bankhead Partners entering into the Standard Rental Agreement, SREI and NationsBank entered into a Trust Indenture dated December 15, 1994, in connection with tax-exempt financing for the Project. Said Indenture was amended pursuant to a First Amendment to Trust Indenture dated June 18, 1997 (collectively, the "**Indenture**").

6. Upon Fulton County's satisfaction of all debt owed under the Standard Rental Agreement, the County's obligations under the Indenture were also satisfied.

7. The County and DHS agreed to a Local Statement of Service and Maintenance Costs or Leasing Agreement (hereinafter "**Leasing Agreement**") which would allow DHS to make the rental payments required by the County under the Standard Rental Agreement.

8. NationsBank subsequently sold its corporate trust business to the Bank of New York, and in connection therewith, transferred and assigned to the Bank of New York all of NationBank's right, title and interest in and to the Standard Rental Agreement, the Indenture and other documents related to tax exempt financing for the Facility.

9. As a result of such transfer and assignment, Bank of New York became the trustee under the Indenture.

10. The DHS now desires to cease making Base Rental payments under the Standard Rental Agreement upon payment in full of the tax-exempt indebtedness that financed development of the Facility and desires to occupy the Facility and to establish a new term during which the Fulton DFCS may continue to occupy and use the Facility, so that it may continue providing services to the citizens of the County and, in consideration thereof, to make rental payments to the County on the terms and conditions set forth in this Rental Agreement during the new occupancy term.

11. The parties hereto desire to enter the Rental Agreement as set forth hereunder.

12. In 2009, the Georgia General Assembly, effective July 1, 2009, reorganized the Department of Human Resources into three separate departments, including the Department of Human Services, which includes the Division of Family and Children Services. For purposes of this Standard Rental Agreement, any references to the Department of Human Resources or "DHR" shall refer to the Department of Human Services or DHS.

### **Agreement**

It is agreed by all entering into this Rental Agreement ("Rental Agreement") that:



1. Fulton County has satisfied all debt that is owed under the Standard Rental Agreement, and therefore the County now owns the Facility that is the subject of this Rental Agreement.

2. The Facility is leased to DHS for the purpose of Fulton County citizens receiving social services as provided by the State of Georgia and Fulton County, Georgia for its citizens.

3. Fulton County and the DHS have negotiated a rental rate based upon Administrative expenses and upon Major Capital Maintenance expenses.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The recitals set forth in the Background section of this Rental Agreement are incorporated into this Agreement and made a part hereof as if fully set forth herein.

2. Term

2.1. Initial Term. The initial term under this Rental Agreement shall commence on July 1, 2010 and shall continue for a period of one (1) year with fourteen (14) one year renewal options (each such term beginning on July 1st and ending on June 30th of the following calendar year).

2.2 Renewal Terms. Provided that DHS is not in default under the terms and conditions outlined herein, this Rental Agreement may be renewed by DHS provided that it give forty-five (45) days written notice of its intent to renew before the subsequent renewal term. If DHS fails to notify the County in writing prior to the expiration of the renewal option, DHS' right to extend the Rental Agreement shall lapse, and it shall terminate upon expiration of the last exercised option. If DHS exercises its option year to year, all terms and conditions of this Rental Agreement shall remain the same, except as set forth in this agreement.

3. Rent Payments.

3.1. **Rental Payments.** Excluding the first rental payment, DHS agrees to make monthly rental payments of \$37,976.00 (\$455,712.00 annually); or six dollars and six cents (\$6.06) per square foot of space within the Building (75,200 square feet), unless otherwise specified in the Payment Schedule attached as **Exhibit B** or any adjustments as hereinafter provided. Subject to adjustment as set forth in this Rental Agreement, the amounts required to be paid as Rental Payments are set forth in the schedule attached hereto as **Exhibit B** and made a part hereof and referenced as "**Rental Payment Schedule**".

a. The Rental Payments specified above shall consist of the following:

1. Capital and Administrative Rent

a. Capital - \$2.00 per square foot of space within the Building (75,200 square feet). These funds shall be transmitted to the County and shall become due on the date specified in the Rental Payment Schedule and held in a separate account designated as the Major Capital Maintenance Rent Fund for the sole purpose of **Major Capital Expenses** incurred at the Facility as specified in **Exhibit C**.

b. Administrative Rent - \$4.06 per square foot within the Building (75,200 square feet). These funds shall be transmitted to the County on the date specified within the Rental Payment Schedule.

3.2 Deposit into Major Capital Maintenance Rent Fund; Use of Major Capital Maintenance Rent Fund.

a. Funds in the Major Capital Maintenance Rent Fund may be withdrawn from the Major Capital Maintenance Rent Fund for the purposes specified below:

1. The County may withdraw funds for the purposes of paying any and all costs and expenses relating to the repair, replacement and/or improvement of structural and non-structural components of the Facility as specified in **Exhibit C**.

2. Emergency Capital Repairs are repairs that are necessary to correct items specified in **Exhibit C** when such repairs cannot reasonably be made by the County and when failure to repair these items would result in an immediate threat to the life, health and safety of DHS employees or citizens while using the Facility, unless such repairs were due to the negligence, omission, or intentional acts of DHS. DHS may withdraw funds from the Major Capital Maintenance Rent Fund for reimbursement of "Emergency Capital Repairs." No prior written approval from the County shall be required before commencing Emergency Capital Repairs; however, DHS shall be required to notify the County by telephone at the emergency contact number given by the County, as soon as practicable. Notice shall also be in writing within seven (7) days of commencing such repair. The County shall be entitled to collect any costs it incurs due to DHS' failure to provide written notice of Emergency Capital Repairs to the Facility when the County provides a thirty (30) day written notice to DHS explaining the costs that the County has incurred.

3. Excluding Capital Repairs, DHS shall also be entitled to compensation and/or reimbursement from the Major Capital Maintenance Rent Fund for any capital repairs it makes; provided that, it requests and obtains approval from the County in writing before commencing any capital repair work. Any such request shall include an estimate



of the costs, plans or other supporting documentation which shows the nature and extent of the repairs. No such repairs by DHS shall be entitled to compensation and/or reimbursement until receiving approval from the County. The County shall respond to any such request for approval within a reasonable time. If such request is denied by the County, DHS may not bring another request for a period of three (3) months unless DHS believes that such request was unreasonably denied and DHS submits additional documentation to the County supporting its request. The County shall be entitled to collect as additional rent any costs it incurs which result from any negligent repairs, correcting or bringing the Facility into compliance with local or state law, or removing any liens or other encumbrances on the property as a result of DHS' actions or omissions.

4. The parties agree to meet each year and develop a prioritized list of planned capital improvements for the Facility. DHS has the responsibility for calling the meeting of the parties to develop the prioritized list of planned capital improvements. The meeting shall take place in the first quarter of each calendar year and may be conducted either online or by conference call. The result of the meeting shall be the execution of a Memorandum of Agreement between the parties acknowledging the prioritized list of planned capital improvements.

5. The parties agree that the Major Capital Maintenance Rent Fund will maintain a balance of at least \$50,000. In no event shall the Major Capital Maintenance Fund balance exceed \$500,000 (hereinafter called "Balance Ceiling") unless both parties agree to the accrual of a balance greater than this amount. In the event the Balance Ceiling is met, subsequent rental payments shall not include the \$2.00 Major Capital Expenses portion of the rent until the Fund's balance has been depleted below the Balance Ceiling. The County and/or its designated Trustee shall be responsible for notifying DHS whenever the Balance Ceiling is met. Upon termination of this Rental Agreement any unused funds remaining in the Major Capital Maintenance Fund shall be the property of DHS.

6. To the extent that the parties enter into any future lease agreements involving other properties to be used by the Fulton County DFCS, the parties agree that funds set aside in a "Major Capital Maintenance Rent Fund" may be used to make capital improvements on any of the leased properties upon the approval of the parties. However, in this event, the County shall be required to maintain a separate account for each leased property and in no event shall the balance for the Major Capital Rent Fund of each leased property be less than \$50,000 unless agreed upon by both parties.

7. At the expiration or termination of this Rental Agreement, the parties shall conduct a meeting and/or walk-through within thirty (30) days of such expiration or termination to assess the scope of capital improvements necessary to restore the Facility to

suitable condition. The agreed upon improvements shall be funded from the Major Capital Maintenance Rent Fund. Any remaining balance of the Major Capital Maintenance Rent Fund shall be refunded to DFCS/State of Georgia within one hundred-eighty (180) days of termination of this Rental Agreement.

3.3 Adjustment in Rent Payments. The Rent Payments required under this Rental Agreement are subject to an annual increase upon the County providing DHS with evidence of increased costs associated with operation of this Facility and/or evidence of deficiencies in the Major Capital Maintenance Rent Fund. In addition to annual rent increases due to increased costs associated with the operation of the Facility, rent payments will be subject to renegotiation and a potential increase every thirty-six (36) months during the term of the lease.

4. Obligation to Maintain and Repair Facility.

4.1 At all times during this Rental Agreement and any options exercised hereunder, DHS shall be responsible to maintain, preserve and keep the Facility and the other portions of the Facility in good repair, working order and condition and from time to time, to make, or cause to be made, all necessary or reasonably required maintenance, repairs and replacements thereto. Unless such maintenance qualifies as a capital repair under **Exhibit C**, DHS shall fund, at its own expense, any and all foreseen and unforeseen repairs, restorations, routine preventative maintenance, parking and grounds improvements, including, but not limited to the following: all improvements or fixtures installed by DHS, bulbs, glass breakage, re-decorating, interior paint, carpeting, annual window cleaning, grounds maintenance, landscaping, janitorial or custodial services, trash removal, routine daily maintenance, housekeeping, commercial pest control, bi-annual carpet cleaning, emergency lighting, loading areas, snow removal, trash or recycling containers, any repairs due to DHS' negligence, omission or intentional acts or of its invitees or employees, doors, wall coverings, fixtures installed by DHS or any repair or restoration costing less than \$7,500 per occurrence. The quality of all repairs or restorations must be equal to or better than the original work or installation. DHS accepts the property in an "as is" condition under the terms and conditions of all the provisions stated or referenced herein.

4.2 The County shall have no obligation to inspect the Facility, but shall have the right to inspect at any time during normal business hours or during emergency situations. DHS shall be obligated to immediately report in writing to the County any known defects that affect the integrity of the building (e.g., the development of a roof leak, structural damage, etc.) or in cases of emergency, by telephone or fax, then in writing as specified in Section 3.2(a)(2) above. Failure to timely report serious defects of this nature shall shift the cost of said repairs to DHS regardless of what party performs the work and such work shall not be funded from the



Major Capital Maintenance Rent Fund unless agreed to by the County. DHS shall also be required to report any and all dangerous conditions to the County immediately.

4.3 DHS and/or its Property Manager shall maintain books, records, and/or logs of all maintenance and service that is performed on all of the Building's systems, including but not limited to HVAC, plumbing, and electrical and which demonstrate adequate maintenance and preventative maintenance is occurring as it relates to all equipment and systems. Said records shall be made available for inspection and review by the County upon request. Said books, records and logs should contain such information that would demonstrate the maintenance history, periodic assessments and functional performance standards of the systems. Failure to maintain or falsification of records shall constitute a condition of default.

4.4 All replacement parts and equipment shall become property of the County free and clear of any liens or encumbrances.

5. Insurance and Destruction or Damages to Facility.

5.1 DHS shall be required to comply with the insurance requirements set forth in the "Insurance and Risk Management Provisions" attached as **Exhibit D**. DHS agrees to obtain and maintain such insurance at their expense and will maintain such insurance coverages during the entire length of the lease agreement including any extensions or renewals. Upon request, DHS shall submit evidence of insurance satisfactory to the County as to form and content.

5.2 If at any time during the one year lease and the subsequent renewal options, all or part of the Facility is damaged or destroyed by fire or other casualty, the County shall notify DHS within thirty (30) days after such damage or destruction as to the amount of time the County reasonably estimates it will take to restore the Facility. If the restoration time is estimated to exceed one hundred eighty (180) days from the date of such damage or destruction, either the County or DHS may elect to terminate this Rental Agreement by providing written notice to the other party no later than thirty (30) days after the estimated time of restoration notice given by the County to DHS pursuant to this paragraph. If neither party elects to terminate this Rental Agreement or if the County reasonably estimates that restoration will take one hundred eighty (180) days or less, then, subject to receipt of sufficient insurance proceeds, the County shall promptly restore, or cause to be restored, the Facility to the condition it was in before the fire or other casualty, excluding the improvements installed by DHS and subject to delays arising from the collection of insurance proceeds or from Force Majeure events. DHS, at its expense, shall promptly perform, subject to delays arising from the collection of insurance or from Force Majeure events, all restoration not required to be done by the County. Rent Payments shall be abated for the period of restoration proportionately based upon the area of the

Facility which is not usable by DHS. Insurance proceeds collected by Fulton County for damages to the Facility will be used for Facility repairs. If the Facility is damaged and is deemed a "Total Loss" by the County's insurance provider, the County or DHS can elect to terminate the agreement by providing written notice within thirty (30) days of notification that the Facility is a total loss. In no event shall DHS be obligated to pay rent for the time DHS is unable to use the Facility as a result of fire or other casualty.

5.3 The County shall have no liability to DHS for inconvenience, loss of business or annoyance arising from any repair of any portion of the Facility under this agreement.

5.4 In the event of termination of this Rental Agreement pursuant to this Section 5 of this agreement, then all Rent Payments shall be apportioned and paid to the date on which possession is relinquished or the date of such damage or destruction, whichever occurs last, and DHS shall vacate the Facility within ninety (90) days after such termination; provided, however, that certain provisions of this Rental Agreement shall survive the termination hereof.

6. Condemnation. During the term of this Rental Agreement, if the use of the Facility by DHS is materially adversely affected (a) by reason of the whole or any part of the Facility being appropriated or taken by any municipal, county, state, federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or being sold to the possessor of such power under the threat of its exercise, or (b) by reason of law, ordinance or by court decree, whether by consent or otherwise, DHS shall have the right to immediately terminate this Rental Agreement upon notice to the County and Rent Payments shall be paid based upon the last date of the occupancy of the Facility and surrendering possession of the Facility.

7. Default; Remedies.

7.1 Should DHS, at any time during the term of this Rental Agreement, be in default because of Rent Payments or in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Rental Agreement and such defaulting party fails to remedy such default within forty-five (45) days, in the case of monetary defaults, or forty-five (45) days in the case of non-monetary defaults after receipt of notice thereof from the non-defaulting party, the non-defaulting party shall be entitled to terminate this Rental Agreement or pursue any or all remedies available to the non-defaulting party under this Rental Agreement, at law or in equity.

7.2 Should the County or its representative, at any time during the term of this Rental Agreement, be in default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Rental Agreement applicable to County and/or its



designee and fail to remedy such default within forty-five (45) days, in the case of monetary defaults or forty-five (45) days in the case of non-monetary defaults after receipt of notice thereof from any non-defaulting party, such non-defaulting party shall be entitled to terminate this Rental Agreement or to pursue any or all remedies available to the non-defaulting party under this Rental Agreement, at law or in equity.

8. Miscellaneous.

8.1 Assignment and Subletting. DHS shall be entitled to assign this Rental Agreement, or any interest herein, or to sublet the Facility, or any part thereof, to state agencies or departments; provided, however that it notifies Fulton County and obtains prior written consent, such consent should not be unreasonably withheld. In no event shall DHS be entitled to assign all or any part of this Rental Agreement or sublease all or any part of the Facility to any non-governmental entity, including, without limitation, to any private entity. Consent on one occasion to any assignment or subletting which requires the County's consent shall not abrogate the necessity of DHS obtaining the prior written consent from the County on a subsequent occasion.

8.2 Approvals. Any and all approvals, consents and other actions required or permitted by this Rental Agreement to be taken by DHS may be taken by any one or more of the following persons: State Commissioner of Human Services or his/her delegated representative. DHS hereby authorizes and empowers each and every aforementioned persons to exercise any and all rights, powers and privileges that DHS now has or may hereafter have under or arising from this Rental Agreement, and DHS hereby designates any one of the aforementioned persons, acting alone, as DHS' exclusive representative with respect to said matters. The signature or initials of any one of the aforementioned persons shall constitute the approval of and are binding on DHS, and the County shall have no obligation or duty to investigate the apparent authority of the aforementioned persons that may execute any instrument, certificate or other document or agreement on behalf of DHS.

8.3 Ordinances and Statutes. DHS shall comply with all applicable local, state or federal statutes and/or ordinances now in force, or which may hereafter be enacted, pertaining to the Facility, the Building or any component parts thereof. DHS shall take all necessary precautions for the safety of its employees.

8.4 Possession. The County agrees that DHS shall be entitled to use or occupy the Facility at all times until the termination of this Rental Agreement whereupon DHS shall promptly vacate the Facility and return possession of the Facility to the County. DHS shall confine its office furnishings, equipment, storage of materials and the operations of its

staff/contractors to the areas specified in the Rental Agreement and shall not unreasonably encumber the premises.

8.5 No Estate in Land. Subject to the terms and conditions set forth in this Rental Agreement, DHS agrees that its use and occupancy of the Facility under this Rental Agreement shall be a usufruct and shall not entitle DHS to any estate or interest in the Facility other than a terminable leasehold interest.

8.6 Entire Agreement; Modification. This Rental Agreement supersedes all prior discussions and agreements between the parties with respect to this Rental Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Rental Agreement. This Rental Agreement shall not be modified or amended in any respect, except by written agreement executed by or on behalf of the parties in the same manner as this Rental Agreement is executed, and specifically referencing such modification or amendment.

8.7 Binding Effect. This Rental Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, and permitted successors and assigns.

8.8 Severability. In the event any provision or portion of this Rental Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision had never been a part hereof.

8.9 Further Assurances. Upon execution of this Rental Agreement, the parties agree, if necessary, to make, execute, deliver or obtain all such necessary affidavits, deeds, certificates, resolutions and/or other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably need to fulfill the intentions and execution of this Rental Agreement.

8.10 Exhibits and Schedules. Each and every exhibit and/or schedule referred to or otherwise mentioned in this Rental Agreement which is referenced or attached hereto is and shall be construed to be a part of this Rental Agreement as if each exhibit and its contents were fully set forth herein.

8.11 References. All references to paragraphs or subparagraphs or to sections or subsections shall be deemed to refer to the appropriate paragraph or subparagraph or section or subsection of this Rental Agreement. Unless otherwise specified in this Rental Agreement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import,



shall be deemed to refer to this Rental Agreement as a whole, and not to any particular paragraph or subparagraph or section or subsection hereof.

8.12 Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered either by first class or certified or registered mail or by commercial overnight courier to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a change in address of which proper written notice was not given pursuant to this Section shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party is entitled to change its address for the purpose of receiving any notices, requests, or demands recited herein. DHS may send any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Fulton County:

County Manager  
Fulton County Government Center  
141 Pryor Street, S.W. Suite 10061  
Atlanta, GA 30303  
Attn: Zachary Williams

Land Division  
Fulton County Government Center  
141 Pryor Street, S.W. Suite 8021  
Atlanta, GA 30303  
Attn: Michael Yeargin

County Attorney  
Fulton County Government Center  
141 Pryor Street, S.W. Suite 4038  
Atlanta, GA 30303  
Attn: R. David Ware

To Georgia DHS:

Georgia Department of Human Services  
#2 Peachtree Street, NW, Suite 29.493  
Atlanta, Georgia 30303-3142  
Attn: Clyde L. Reese, III, Esq., Commissioner;  
Jim Bricker, Director of Office of Facilities & Support  
Services

To SPC:

Georgia State Properties Commission

Attn: Transaction Management  
47 Trinity Ave. SW, Suite G02  
Atlanta, GA. 30334

8.13 Intentionally omitted.

8.14 Waivers. The waiver by any party to this Rental Agreement of a breach by any other party to this agreement of any of its terms or conditions of this agreement shall not operate as or be construed as a waiver of any subsequent breach of any such terms or conditions.

8.15 Headings; Gender. Headings or titles to paragraphs or subparagraphs or to sections or subsections in this Rental Agreement are for convenience only, and shall neither limit nor amplify the provisions of this Rental Agreement. All personal pronouns used in this Rental Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural, and the plural shall include the singular.

8.16 Rights Cumulative. Except as expressly limited by the terms and conditions of this Rental Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

8.17 Counterparts. This Rental Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Rental Agreement.

8.18 Time of Essence. Time is and shall be of the essence in this Rental Agreement.

8.19 Applicable Law. This Rental Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia.

IN WITNESS WHEREOF, the parties herein have executed and delivered this Rental Agreement as of the date of execution of this Rental Agreement.

**COUNTY:**

**FULTON COUNTY, GEORGIA**



By: JHE  
John H. Eaves, Chairman  
Fulton County Board of Commissioners

Attest: mmh  
Clerk, Fulton County Board of  
Commissioners

The seal is circular with a rope-like border. Inside the border, the words "COMMISSIONERS" are at the top and "FOUNDED 1853" is at the bottom. In the center, it says "FULTON COUNTY GEORGIA".

**APPROVED AS TO FORM:**

MS  
County Attorney

[Signatures continued on next page]

ITEM # 12-0712 95 12  
REGULAR MEETING

**DHS:**

**STATE OF GEORGIA DEPARTMENT  
OF HUMAN SERVICES**

By: Clyde L. Reese III  
Clyde L. Reese, III, Esq., Commissioner

**APPROVED AS TO FORM:**

**STATE PROPERTIES COMMISSION**

By: [Signature]  
Title: 10/19/12



## **EXHIBIT A**

### **LEGAL DESCRIPTION** (BOUNDARY-TRACT A)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144 of the 14th District, City of Atlanta, Fulton County, Georgia, being more particularly shown on that Boundary Survey for Bankhead Development, L.C., a Georgia limited liability company, d/b/a Bankhead Partners; Fulton County, a political subdivision of the State of Georgia; NationsBank of Georgia, N.A.; NationsBank of Georgia, National Association, as Trustee; and First American Title Insurance Company, by Travis Pruitt & Associates, P. C., Travis N. Pruitt, Sr., Georgia Registered Land Surveyor No. 1729, dated October 7, 1994, with a final revision date of December 20, 1994, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point located at the intersection of the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the western right-of-way line of Stiff Street (unknown right-of-way width); running thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 27 minutes 21 seconds West, a distance of 276.49 feet to a 1/2" rebar found located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/ Bellwood Avenue/right-of-way varies); thence in a northerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 00 degrees 55 minutes 30 seconds East, a distance of 10.03 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the TRUE POINT OF BEGINNING; continuing thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 28 minutes 19 seconds West, a distance of 63.66 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies); continuing thence in a westerly direction along the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) North 86 degrees 34 minutes 57 seconds West, a distance of 159.19 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies); thence leaving the northern right-of-way of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and running in a northeasterly direction along an arc of a curve to the left along the western boundary of Loveless Avenue Connector (existing private

way) an arc distance of 125.55 feet (said arc being subtended by a chord having a bearing of North 44 degrees 08 minutes 47 seconds East, a length of 110.64 feet and a radius of 73.00 feet) to a 1/2" rebar found; running thence North 05 degrees 07 minutes 29 seconds West along said private way, a distance of 116.79 feet to a point; running thence North 05 degrees 07 minutes 29 seconds West along said private way, a distance of 80.37 feet to a point; leaving said private way, running thence South 84 degrees 52 minutes 31 seconds West, a distance of 143.02 feet to a point; running thence North 05 degrees 07 minutes 29 seconds West, a distance of 605.77 feet to a point; running thence South 89 degrees 05 minutes 06 seconds East along the southern right-of-way line of Loveless Avenue (30' right-of-way), a distance of 127.42 feet to a 1/2" rebar found; running thence South 89 degrees 04 minutes 17 seconds East along said right-of-way, a distance of 96.52 feet to a 1/2" rebar found; running thence South 88 degrees 54 minutes 00 seconds East along said right-of-way, a distance of 162.97 feet to a 1/2" rebar found; leaving said right-of-way running thence South 00 degrees 11 minutes 29 seconds West, a distance of 199.18 feet to a point; running thence South 19 degrees 03 minutes 53 seconds West along the eastern boundary of Tract B as shown on said survey, a distance of 61.60 feet to a point; running thence South 05 degrees 07 minutes 29 seconds East along said Tract B, a distance of 326.63 feet to a point; running thence North 88 degrees 57 minutes 06 seconds West, a distance of 30.99 feet to a 1/2" rebar found; running thence South 00 degrees 55 minutes 30 seconds West, a distance of 290.89 feet to a point located on the northern right-of-way line of Donald Lee Hollowell Parkway (f.k.a Bankhead Highway/Bellwood Avenue/right-of-way varies) and the TRUE POINT OF BEGINNING.

TOGETHER WITH those easements contained in that Declaration of Reciprocal Easements by Bankhead Development, L.C., a Georgia limited liability company d/b/a Bankhead Partners, dated as of December 22, 1994, filed December 29, 1994, recorded at Deed Book 19108, page 20, Fulton County, Georgia Records.



**EXHIBIT B**  
**PAYMENT SCHEDULE**

<b>DATE</b>	<b>A Administrative Payment 75,200 sf x \$4.06/12</b>	<b>B Capital Maintenance Payment 75,200 sf x \$2.00/12</b>	<b>C Total Rent 75,200 sf x \$6.06/12</b>
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7/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2010	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2011	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2012	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2013	\$25,442.67	\$12,533.33	\$37,976.00

5/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
7/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
8/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
9/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
10/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
11/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
12/1/2013	\$25,442.67	\$12,533.33	\$37,976.00
1/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
2/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
3/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
4/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
5/1/2014	\$25,442.67	\$12,533.33	\$37,976.00
6/1/2014	\$25,442.67	\$12,533.33	\$37,976.00

Monthly payments during any subsequent Renewal Term of the Rental Agreement shall also total \$37,976.00 subject only to any “truing up” of the Major Capital Maintenance Fund balance pursuant to Paragraph 3.2(a)(5) of the Rental Agreement.



## **EXHIBIT C**

The following items shall be eligible to be authorized or approved for payment from the Major Capital Maintenance Rent Fund, unless required due to negligence, omission or intentional acts of DHS:

1. All structural improvements, repairs or replacements related to the roof, foundation, footings or slab, interior columns, exterior walls or enclosure systems.
2. Parking lot and driveway resurfacing.
3. Entire building systems such as HVAC due to age life or to improve energy efficiency.
4. Elevator systems.
5. Electrical systems.
6. Exterior lighting systems.
7. Plumbing systems.
8. Sprinkler systems.
9. Non-routine repairs and replacements, except on added improvements by DHS.
10. County approved work over \$50,000.00 that improves market value but not deemed a routine maintenance item.
11. Elective modernization of the property deemed appropriate at the sole discretion of the County that adds value to the property but is not required to materially prolong the life of the property.
12. Corrective work mandated by law or to meet newly adopted codes or for safety.
13. Infrastructure improvements such as utility upgrades, roadways, new additions by the County.
14. Elective redecorating by the County such as wall coverings, floor coverings, fixtures, windows, doors, plate glass or system upgrades.
15. Security System.
16. At lease termination and vacating of the Facility by tenant any routine repairs or maintenance necessary to clean up or restore the Facility to suitable condition.

## **EXHIBIT D**

### **Insurance and Risk Management Provisions** **Rental Agreement for 1249 Donald Lee Hollowell Parkway**

Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Coverage arising from the acts of Tenant's officers, members, and employees shall be through the Georgia Tort Claims Act, O.C.G.A §50-21-20 et seq. and the self-insurance funds maintained pursuant to Georgia Law in the maximum recovery amounts permitted from time to time thereunder. The Georgia Tort Claims Act currently provides coverage for one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence for claims covered by the Act. Notwithstanding anything herein to the contrary, for any risks under this Rental Agreement for which the Tenant is required to insure against, the Georgia Tort Claims Act applies to such liability, and Landlord shall not recover any amount for such liability covered by the Georgia Tort Claims Act in excess of the maximum limits of recovery permitted thereunder.

Tenant shall maintain, to the extent applicable, Workers Compensation/Employer's Liability insurance in compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted.

Upon written request by Landlord, Tenant shall furnish Landlord with certificates or other acceptable evidence that the above insurance coverages are in effect.





# STATE PROPERTIES COMMISSION

47 Trinity Avenue, S.W., Suite G02, Atlanta, Georgia 30334

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Chairman  
Nathan Deal  
Governor

Executive Director  
Steven L. Stancil

October 19, 2012

County Manager  
Fulton County Board of Commissioners  
141 Pryor Street, Suite 7001  
Atlanta, Georgia 30303-3142

Dear Landlord:

Enclosed is one executed copy of a Rental Agreement #5185, for space occupied by the Department of Human Services - Family and Children Services located at 1249 Donald Lee Hollowell Parkway, in Atlanta, Georgia 30318-6657.

*Please note that we have forwarded executed copies to the occupying agency and we have retained one fully executed copy in our office.*

Should you require additional information or have any questions, please contact me at 404-463-5570.

Sincerely,

Thad Jackson  
Leasing Manager

TJ:ks

Enclosures