

1 A RESOLUTION TO APPROVE A FIRST AMENDMENT TO LEASE AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA (LANDLORD), AND COMCAST CABLE
3 COMMUNICATIONS, LLC (TENANT), FOR THE PURPOSE OF EXTENDING THE
4 LEASE TERM AT 10735 JONES BRIDGE ROAD, ALPHARETTA, GEORGIA 30202;
5 TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO LEASE
6 AGREEMENT AND RELATED DOCUMENTS; TO AUTHORIZE THE COUNTY
7 ATTORNEY TO APPROVE THE FIRST AMENDMENT TO LEASE AGREEMENT AS
8 TO FORM AND TO MAKE ANY MODIFICATIONS THERETO PRIOR TO EXECUTION;
9 AND FOR OTHER PURPOSES.

10 **WHEREAS**, Fulton County is the owner of a tract of land located at 10735 Jones
11 Bridge Road, situated in the City of Alpharetta, commonly described as all that tract of
12 land or parcel of land lying and being in Land Lots 151 and 152 of the 11th District, Fulton
13 County, Georgia and said tract containing 148,959 square feet, or 3.4 acres, more or less,
14 on which the Fulton County Department of Public Works has constructed a water tank
15 structure; and

16 **WHEREAS**, the property already contains certain telecommunication facilities,
17 having been built by Tenant's predecessor in interest, pursuant to the terms of three
18 successive lease agreements with Landlord (the "Prior Leases") dated April 19, 1989,
19 August 16, 2000, January 1, 2010, and most recently October 17, 2018; and

20 **WHEREAS**, the current lease agreement between Fulton County and Comcast
21 Cable Communications, LLC, was approved October 17, 2018 as Agenda Item #18-0733
22 and unless extended will expire December 31, 2023; and

23 **WHEREAS**, it is in the mutual desire of Fulton County and Comcast Cable
24 Communications, LLC, to execute a lease amendment to extend the lease term for one
25 (1) year with four (4) one-year renewal options; and

26 **WHEREAS**, the approval of the Fulton County Board of Commissioners is required
27 to modify terms of all contractual agreements in which Fulton County is a party to the
28 agreement; and

29 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he
30 governing authority of each county shall have legislative power to adopt clearly

1 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
2 local government for which no provision has been made by general law and which is not
3 inconsistent with this Constitution or any local law applicable thereto.”

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
5 approves the First Amendment to Lease Agreement with Comcast Cable
6 Communications, LLC, in substantially the form attached hereto as Exhibit “A.”

7 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
8 is hereby authorized to execute the First Amendment to Lease Agreement between
9 Fulton County and, Comcast Cable Communications, LLC.

10 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
11 approve the First Amendment to Lease Amendment as to form and to make such other
12 or additional modifications as are necessary to protect the County’s interests prior to
13 execution by the Chairman.

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

17 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
18 Georgia, this 15th day of November, 2023.

FULTON COUNTY BOARD OF
COMMISSIONERS

Robert Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission



1 APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE entered this _____ day of _____ 2023 (“First Amendment”), by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Landlord”), and COMCAST CABLE COMMUNICATIONS, LLC, a Delaware limited liability company (“Tenant”).

WHEREAS, Tenant is tenant and Landlord is landlord under a certain Lease Agreement Between Fulton County, Georgia and Comcast Cable Communications, LLC dated October 17, 2018, respecting certain real property located at 10735 Jones Bridge Road, Alpharetta, GA 30202 (the “Property”); and

WHEREAS, the Term of the Lease expires on December 31, 2023, and both parties wish to extend the Term to December 31, 2024, and to provide Tenant with additional extension options of the Term, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby AMEND the Lease as follows:

1. The Term of the Lease is hereby extended from January 1, 2024, through and including December 31, 2024 (the “First Extension Term”). The First Extension Term, and any subsequent renewals, shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the First Extension Term shall be as stated in Section 3 below.
2. Tenant shall hereby have the right, but not the obligation, to extend the Term for up to Four (4) consecutive periods consisting of one (1) year each (the “First Renewal Term,” the “Second Renewal Term,” the “Third Renewal Term” and the “Fourth Renewal Term” respectively, and each, a “Renewal Term”). If Tenant elects to extend the Term for the First Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2024. If Tenant elects to extend the Term for the Second Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2025. If Tenant elects to extend the Term for the Third Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2026. If Tenant elects to extend the Term for the Fourth Renewal Term, Tenant shall deliver notice of its election to Landlord no later than August 31, 2027. If elected by Tenant in accordance with the terms of this Section 2, the Renewal Term shall be on the same terms, covenants, and conditions as in the Lease. Base Rent during the Renewal Term (if exercised) shall be as stated in Section 3 below.
3. During the First Extension Term and any Renewal Term (if Tenant elects to extend the Term in accordance with Section 2 of this First Amendment), Tenant shall pay to Landlord annual Base Rent in the amounts set forth as follows:

<u>Term</u>	<u>Annual Base Rent</u>
<u>First Extension Term:</u>	
January 1, 2024 – December 31, 2024	\$8,731.49
<u>First Renewal Term:</u>	
January 1, 2025 – December 31, 2025	\$9,168.06
<u>Second Renewal Term:</u>	

January 1, 2026 – December 31, 2026	\$9,626.46
<u>Third Renewal Term:</u>	
January 1, 2027 – December 31, 2027	\$10,107.78
<u>Fourth Renewal Term:</u>	
January 1, 2028 – December 31, 2028	\$10,613.16

Tenant shall continue to pay utilities, taxes, and insurance in accordance with the terms of the Lease.

4. Paragraph 22 (Notices) of the Lease Agreement dated October 17, 2018, is hereby amended to provide that all notices or demands shall be addressed as follows:

Notices to Tenant shall be sent to:

Comcast Cable Communications, LLC
2605 Circle 75 Pkwy SE
Atlanta, GA 30339
Attn: Real Estate

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attn: Real Estate Counsel

With copies also sent by email to:

legal_notices@comcast.com
real_estate@cable.comcast.com
cendiv_realestate@comcast.com

5. Landlord hereby represents and warrants that Landlord has the full authority to enter, execute, deliver, and perform this First Amendment without the approval or consent of any party.
6. All other terms and conditions of the Lease are ratified and confirmed and shall remain in full force and effect.
7. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. .pdf files or scanned copies shall be deemed an original. Landlord and/or Tenant may elect to execute this document through an electronic signature platform (e.g., DocuSign). By signing through said electronic signature platform, and not solely through e-mail acceptance, Landlord and Tenant agree that they have read and understood the First Amendment, agree to be bound by all of its terms and conditions and hereby waive any

defense or counterclaim that electronic signature is an invalid form of signature and acceptance under applicable law.

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IN WITNESS WHEREOF, the Landlord and Tenant have caused this First Amendment to Lease to be duly executed as of the date first written above.

LANDLORD:

FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia



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

[Signatures Continued on Following Page]

TENANT:

COMCAST CABLE COMMUNICATIONS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____