

**AMENDMENT TO LEASE AGREEMENT**

This First Amendment to the Lease Agreement (the "Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between Linden Brothers, LLC, a Georgia limited liability company, (herein after referred to as "Lessor") whose address for the purposes hereof is 6703 Shannon Parkway, Union City, Georgia, 30291 and Fulton County Georgia, a political sub-division of the State of Georgia (herein after referred to as "Lessee") whose address for the purposes hereof is 141 Pryor Street, SW, Atlanta, Georgia, 30303 for the Office of the Fulton County District Attorney.

**WITNESSETH**

**WHEREAS**, Lessor and Lessee entered into that certain Lease Agreement dated December 8, 2016 (the "Lease") for an original term of three (3) years, with a commencement date of January 1, 2017 and an expiration date of December 31, 2019; whereupon the Lessee leased from the Lessor approximately 1,095 square feet of office space at 4910 Jonesboro Road, Building 100, Suite 104, Union City, Georgia 30291, and as depicted in **Exhibit A** attached hereto ("the Demised Premises"); and

**WHEREAS**, Lessor and Lessee mutually desire to extend the Term of the Lease for a period of three (3) additional years (the "Extended Term") under the same terms and conditions of the existing Lease, which will consist of a Base Term and two (2) optional one year terms which shall commence on January 1<sup>st</sup> of each option year and shall terminate on December 31<sup>st</sup> of each optional year.

**NOW THEREFORE**, for and in consideration of the specified rent and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

**1. TERM:**

Lessee takes and accepts from Lessor the Demised Premises as described above upon the terms and conditions herein contained and in their present condition and as suited for the intended and continued use by Lessee, and to have and to hold the same for the Term of this Amendment.

Pursuant to O.C.G.A., Section 36-60-13: The Base Term of this Amendment shall be for one (1) year which shall begin on January 1, 2020 (the "Commencement Date") and shall end on December 31<sup>st</sup> 2020 (the "Termination Date"). This Amendment shall renew annually thereafter for two (2) optional one year terms which shall begin on January 1<sup>st</sup> of each year and end on December 31<sup>st</sup> of each year thereafter at the indicated Rate in Section 2 of the First Amendment to Lease Agreement unless terminated sooner by either party as provided for in the Lease. In no event shall this Lease Amendment extend beyond December 31<sup>st</sup>, 2022 unless extended by mutual consent of both Lessor and Lessee. If the termination date falls on a weekend or national

holiday the Term shall be extended to midnight of the next business day provided Lessee is not in default under the terms and conditions as outlined in the Lease attached hereto.

**2. RENTAL:**

This Amendment shall obligate Lessee to pay Lessor only the sums of Rent due for the Base Term or, in the event of a renewal of this Amendment for an optional term, the sums of Rent due during an executed optional renewal term of this Amendment.

During the Term of this Amendment, Lessee shall pay Lessor monthly installments of "Minimum Rent" in advance of the first (1st) day of each month, without demand by Lessor, deduction or set off hereunder as indicated below.

There shall be no adjustments to the Rent as outlined below, which reflects a 3% increase in rent for each optional year beginning with Option Term 1 over the base rent of \$17,647.98 for the Base Term ending December 31, 2020. Effective January 1, 2020 the Rent shall be:

- 1.) Base Term – January 1, 2020 through December 31, 2020.  
Rent: \$17,647.98 per year, \$ 1,470.66 per month.
- 2.) Optional Term 1 – January 1, 2021 through December 31, 2021.  
Rent: \$18,177.42 per year, \$1,514.78 per month.
- 3.) Optional Term 2 – January 1, 2022 through December 31, 2022.  
Rent: \$18,722.74 per year, \$1,560.23 per month.

All Terms and Conditions of the Lease, except as modified herein by this First Amendment, shall remain in full force and effect for the duration of this Amendment.

Except as herein expressly modified or amended, the terms and conditions of the Lease are hereby ratified and confirmed; provided however that to the extent, if any, that the terms of the provisions of this Amendment conflict with the terms in the Lease this Amendment shall control.

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


Signature page follows.

**"LESSEE"**

Fulton County, a political subdivision of the  
State of Georgia

**"LESSOR"**


Linden Brothers, LLC, a Georgia Limited  
Liability Company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_


By:   
Tonya R. Grier  
Interim Clerk to the Board of Commissioners



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

APPROVED AS TO FORM

This 9<sup>th</sup> day of January, <sup>2020</sup>~~2019~~

  
Patrie Perkins-Hooker  
County Attorney



[illegible]

1,095 SQ. FT. HEATED

1 A RESOLUTION APPROVING AN AMENDMENT TO LEASE AGREEMENT  
2 BETWEEN FULTON COUNTY, GEORGIA, (LESSEE) AND LINDEN BROTHERS  
3 (LESSOR) TO EXTEND THE LEASE TERM FOR THE PURPOSE OF PROVIDING  
4 COMMUNITY PROSECUTOR SERVICES; AUTHORIZING THE CHAIRMAN OR  
5 COUNTY MANAGER TO EXECUTE THE AMENDMENT TO LEASE AGREEMENT  
6 AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO  
7 APPROVE THE AMENDMENT AND RELATED DOCUMENTS AND MAKE  
8 MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER  
9 PURPOSES.

10  
11 ~~WHEREAS, Fulton County, Georgia, ("Fulton County") is a political subdivision of the~~  
12 ~~State of Georgia, existing as such under and by the Constitution, statutes, and laws of~~  
13 ~~the State of Georgia; and~~

14 ~~WHEREAS, the Fulton County District Attorney has adopted a community-based~~  
15 ~~approach to the delivery of services wherein Community Prosecutor Offices are~~  
16 ~~established in locations that provide ease of access and efficiency for County residents~~  
17 ~~in impacted areas and the law enforcement officials; and~~

18 ~~WHEREAS, the Community Prosecutor Office that was established in 2017 in Union~~  
19 ~~City, Georgia, has performed well and the District Attorney seeks to continue the~~  
20 ~~delivery of services from that location; and~~

21 ~~WHEREAS, it is the desire of Fulton County and Linden Brothers, LLC, to enter into~~  
22 ~~a lease extension agreement for the purpose of extending the current lease agreement~~  
23 ~~for the location being utilized as the Community Prosecutor's Office for an additional~~  
24 ~~three years, renewable yearly, specifically, 4910 Jonesboro Road, Union City, Georgia~~  
25 ~~30291; and~~

26 ~~WHEREAS, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he~~  
27 ~~governing authority of each county shall have legislative power to adopt clearly~~  
28 ~~reasonable ordinances, resolutions, or regulations relating to its property, affairs, and~~  
29 ~~local government for which no provision has been made by general law an which is not~~  
30 ~~inconsistent with this Constitution or any local law applicable thereto."~~

31 ~~NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners herein~~  
32 ~~approves the First Amendment to Lease Agreement with Linden Brothers, LLC, to~~  
33 ~~extend the term of the Lease, in substantially the form attached hereto as Exhibit "A".~~

34 ~~BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners~~  
35 ~~or the County Manager is hereby authorized to execute the Amendment to Lease~~  
36 ~~Agreement between Fulton County and Linden Brothers, LLC, after approval as to form~~  
~~by the County Attorney.~~

1 BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its  
2 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution  
3 are hereby repealed to the extent of the conflict.

4 PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia,  
5 this 18th day of December, 2019

FULTON COUNTY BOARD OF  
COMMISSIONERS

By: 


Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

  
Tonya Grier, Interim Clerk to the  
Commissioners



APPROVED AS TO FORM:

  
Patrie Perkins-Hooker, County Attorney 130