

1 A RESOLUTION APPROVING A FOURTH AMENDMENT LEASE EXTENSION  
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, A POLITICAL  
3 SUBDIVISION OF THE STATE OF GEORGIA AND ONE PARK TOWER HOLDINGS,  
4 LLC FOR THE PURPOSE OF EXTENDING THE LEASE TERM FOR OFFICE SPACE  
5 UTILIZED BY FULTON COUNTY SUPERIOR COURT PRETRIAL SERVICES;  
6 AUTHORIZING EXECUTION BY THE CHAIRMAN; AND FOR OTHER PURPOSES.

7 WHEREAS, Fulton County Superior Court is an entity office within Fulton County,  
8 Georgia and has exclusive constitutional authority over felony cases, divorce, equity  
9 and cases regarding title to land; and

10 WHEREAS, the Fulton County Super Court's Pretrial Service provides accurate  
11 and timely information to assist the Judicial Officers in Fulton County with making  
12 informed pretrial release decisions and to monitor defendants released on bond to  
13 promote compliance with court orders, and to support public safety; and

14 WHEREAS, it is the desire of Fulton County to enter into a lease extension  
15 agreement with One Park Tower Holdings, LLC in order to extend the current lease for  
16 the period necessary to complete the planned renovations within the Justice Center for  
17 the relocation of staff and the services provided from a leased location into a County  
18 owned facility ; and

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

24 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners  
25 hereby approves the Fourth Amendment Lease Extension Agreement with One Park  
26 Tower Holdings, LLC, in substantially the form attached hereto as Exhibit "A."

27 BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners  
28 is hereby authorized to execute the Fourth Amendment Lease Extension Agreement  
29 between Fulton County and One Park Tower Holdings, LLC after approval as to form by  
30 the County Attorney.

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33 Resolution are hereby repealed to the extent of the conflict.


34 PASSED AND ADOPTED by the Board of Commissioners of Fulton County,  
35 Georgia, this 19 day of December, 2018.

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FULTON COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

  
Jessie A. Harris, Clerk to the Commission



APPROVED AS TO FORM:

  
Jerdyn Webb Ferrari, Interim County Attorney 

ITEM # 18-0991 RM 12/19/18  
REGULAR MEETING

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the 17<sup>th</sup> day of December, 2018, by and between **ONE PARK TOWER HOLDINGS, LLC**, a Georgia limited liability company ("Landlord"), and **FULTON COUNTY**, a political subdivision of the State of Georgia ("Tenant").

RECITALS:

A. Pursuant to that certain Lease with a Lease Reference Date of December 15, 1998 (the "Original Lease") between TCB #4, L.L.C., as "Landlord," and Tenant, as amended by that certain First Amendment to Lease, dated November 19, 2003, between SV Atlanta Peachtree Limited Partnership (successor in interest to TCB #4, L.L.C.) and Tenant ("First Amendment"), as further amended by that certain Second Amendment to Lease, dated December 17, 2008, between Peachtree Financial Associates, LLC (successor in interest to SV Atlanta Peachtree Limited Partnership) and Tenant ("Second Amendment"), as further amended by that certain Third Amendment to Lease, dated December 23, 2013, between Landlord (successor in interest to Peachtree Financial Associates, LLC) and Tenant ("Third Amendment"), Tenant currently leases approximately 10,039 rentable square feet located on the third (3rd) floor and commonly known as Suite 300 (the "Premises"), in the building located at 34 Peachtree Street, Atlanta, Georgia, and known as "34 Peachtree" (the "Building"). The parcel of land on which the Building is situated is sometimes referred to as the "Property".

B. The Original Lease, as amended by the First Amendment, Second Amendment, and Third Amendment is hereinafter referred to collectively as the "Lease."

C. The Term of the Lease is scheduled to expire on December 31, 2018 (the "Current Termination Date"), and the parties desire to extend the term of the Lease as provided herein.

D. Landlord is the current owner of the Building and is the successor Landlord under the Lease.

E. Landlord and Tenant desire to amend and modify the Lease as hereinafter set forth to further extend the Term and for other purposes as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term. The Term of the Lease is hereby extended by this Fourth Amendment for a period of twelve (12) months, beginning on January 1, 2019, and expiring on December 31, 2019, which 12-month period is sometimes referred to as the "Extended Term," unless otherwise terminated pursuant to the terms of the Lease, as amended. In no event shall the Lease, as amended, continue beyond December 31, 2019, unless extended by mutual written agreement of both parties.

2. Rent. Tenant shall pay Landlord Monthly Rent of \$16,731.67 in advance of or on the first day of each calendar month during the Extended Term, without demand, deduction or set off, and otherwise in the manner set forth in the Lease, as amended.

3. Early Termination. Landlord or Tenant may terminate this Lease at any time and for any reason on or after June 30, 2019 during the Extended Term by giving written notice to the other party sixty (60) days in advance of the intended termination date.

4. Condition of the Premises.

(a) Tenant takes and accepts from Landlord the Premises upon the terms and conditions herein contained and in their present "as-is" condition as of the date of this Fourth Amendment, and as suited for the use intended by Tenant, to have and to hold the same for the Extended Term.

(b) Tenant agrees and acknowledges that no allowance shall be provided by Landlord for any improvement or refurbishment of the Premises and that Landlord has not made any representations or warranties regarding the physical condition of the Premises, and that there are no warranties, either expressed or implied, regarding the condition of the Premises. Any such warranties which may exist, are hereby expressly released and waived, and Tenant acknowledges and agrees that Landlord shall have no obligation to make any repairs, alterations or improvements to the Premises, except as set forth in the Lease.

4. Security Deposit. Landlord shall continue to hold the Security Deposit in the amount of \$10,875.58 pursuant to Paragraph 5 of the initial lease document, as amended by the Lease and this Fourth Amendment through the Extended Term or earlier termination of the Term of the Lease (as extended hereby). Upon the expiration or earlier termination of the Term of the Lease, the Security Deposit shall be returned to Tenant within sixty (60) days provided Tenant is otherwise in compliance with the terms and conditions of the Lease.

5. Broker. Tenant represents and warrants to Landlord that it has not entered into any agreement with, or otherwise had any dealings with, any broker or agent in connection with the negotiation, procurement or execution of this Fourth Amendment or the extension of the Term for the Extended Term which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee or any other compensation of any kind or nature in connection herewith, and Tenant shall be solely responsible for any commissions or other compensation claimed by any broker or agent with respect to this Fourth Amendment or the extension of the Term for the Extended Term which arise out of any agreement or dealings, or alleged agreement or dealings, between Tenant and any such agent or broker. The provisions of this Paragraph 5 shall survive the expiration or earlier termination of the Lease.

6. Additional Rent. The definition of "Base Year" in Paragraph 4.1 of the Lease (as was amended by the Third Amendment) is hereby deleted and the following definition inserted in lieu thereof:

“‘Base Year’ shall mean calendar year 2018.”

7. Notice address. Effective as of the date hereof, the notice address for Tenant as set forth in the Lease is hereby amended as follows:

Tenant's Notice Address:

County Manager  
141 Pryor Street SW, Suite 10067  
Atlanta, Georgia 30303

With a copy to:

Director of Real Estate & Asset Management  
141 Pryor Street SW, Suite 6001  
Atlanta, Georgia 30303

With a copy to:

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Office of the Fulton County Attorney  
141 Pryor Street SW, Suite 4038  
Atlanta, Georgia 30303

8. Submission of Amendment. The submission of this Fourth Amendment to Tenant or to Landlord shall not be construed as an offer, and neither Tenant nor Landlord shall have any rights under this Fourth Amendment unless approved on the minutes of the Fulton County Board of Commissioners, and both parties execute originals of this Fourth Amendment and deliver the same to the other.

9. Miscellaneous.

(a) Tenant represents and warrants that the person executing this Fourth Amendment is authorized to execute and deliver this Amendment and that all necessary approvals and consents have been obtained to bind Tenant under this Amendment and the Lease in accordance with their terms.

(b) Landlord and Tenant hereby acknowledge and confirm that the Lease, as amended hereby, is in full force and effect.

(c) This Fourth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective, permitted successors and assigns.

(d) This Fourth Amendment shall be governed by and construed under the laws of the State of Georgia.

(e) Whenever terms are used in this Amendment, but are not defined, such terms shall have the same meaning as set forth in the Lease.

(f) Except as modified by this Fourth Amendment, Landlord and Tenant do hereby ratify and reaffirm each and every provision, term, covenant, agreement and condition of the Lease. The Lease, as modified by this Fourth Amendment, sets forth the entire agreement between Landlord and Tenant and cancels all prior negotiations, arrangements, agreements and understandings, if any, between Landlord and Tenant regarding the subject matter of this Fourth Amendment. In the event of any conflict between the terms of the Lease and the terms of this Fourth Amendment, the terms of this Fourth Amendment shall control.

(g) This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may

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be detached from the counterparts and attached to a single copy of this document to physically form one document. This Amendment may further be executed and delivered by facsimile or by electronic mail.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have signed and sealed this Amendment as of the day and year first set forth above.

**LANDLORD:**

**ONE PARK TOWER HOLDINGS, LLC**

a Georgia limited liability company

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

Name:

Title:

**TENANT:**

**FULTON COUNTY,**

a political subdivision of the State of Georgia

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

Name: Robert L. Pitts

Title: Chairman, Fulton County Board of Commissioners

**ATTEST:**

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

Name: Jesse A. Harris

Title: Clerk, Fulton County Board of Commissioners



APPROVED AS TO FORM OFFICE OF THE FULTON COUNTY ATTORNEY

This 19 day of Dec 2018

By: JW Ferrari

Name: JW Ferrari

Title: Fulton County Attorney

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