

A RESOLUTION TO APPROVE A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LESSEE), AND SELIG ENTERPRISES, INC. (LESSOR) FOR THE PURPOSE OF EXTENDING THE LEASE TERM AT 4701 FULTON INDUSTRIAL BOULEVARD, ATLANTA, GEORGIA, FOR THE OPERATIONS OF THE FULTON COUNTY POLICE DEPARTMENT; TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE SECOND AMENDMENT TO LEASE AGREEMENT AS TO FORM AND MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

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

WHEREAS, the Fulton County Police Department maintains its principal place of operation at 4701 Fulton Industrial Boulevard; and

WHEREAS, the Fulton County Police Department has been a tenant at this location since 1993; and

WHEREAS, it is the desire of Fulton County and Selig Enterprise, Inc., to enter into a lease extension agreement for the purpose of extending the current lease term for up to an additional five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners herein approves the Second Amendment to Lease Agreement with Selig Enterprises, Inc., to extend the term of the Lease, in substantially the form attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute the Second Amendment to Lease Agreement, after approval as to form by the County Attorney.

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upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

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

FULTON COUNTY BOARD OF COMMISSIONERS

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

#19-1107

ATTEST:



Tonya Grier, Interim Clerk to the Commission



APPROVED AS TO FORM:



Patrie Perkins-Hooker, County Attorney 

ITEM # 19-1107 RCS 12/18/19
RECESS MEETING

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 1st of each option year and shall terminate on December 31st 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 31st 2020 (the "Termination Date"). This Amendment shall renew annually thereafter for two (2) optional one year terms which shall begin on January 1st of each year and end on December 31st 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 31st, 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 Commission

By: _____

APPROVED AS TO FORM

This 9th day of January, 2020


Patrie Perkins-Hooker
County Attorney

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[illegible]

1,095 SQ. FT. HEATED