

## **SECOND AMENDMENT TO UTILITY ACCESS AND SERVICES AGREEMENT**

This Second Amendment to Utility Access and Services Agreement (“Amendment”) is executed as of \_\_\_\_\_ by and between **REJV CONCOURSE ATLANTA, LLC**, (“Licensor”), and Fulton County, Georgia, a political subdivision of the State of Georgia (“Licensee”).

### **WITNESSETH**

**WHEREAS**, Licensor and Licensee heretofore entered into that certain Utility Access and Services Agreement dated May 20, 1992 , as revised by the First Amendment To Utility Access and Services Agreement dated October 25, 2016 (collectively referred to as the “**Agreement**”), under and pursuant to the terms of which Licensee has the right to install, maintain and operate Facilities in the Equipment Space and rooftop (as such terms are defined in the Agreement) at the certain building situated at **Five Concourse Parkway, Atlanta, GA, 30328** commonly known as **Five Concourse** (“Building”), as more particularly described in the Agreement; and

**WHEREAS**, Licensor and Licensee desire to further amend the Agreement upon the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants contained herein and in the Agreement, the parties hereto do hereby covenant and agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.
2. **Rent.** Beginning on the first of the month following the date of execution by both parties, the total monthly rental amount due from Licensee to Licensor as a use charge under the Agreement each month shall increase to **One Thousand One Hundred Thirty One and 42/100 (\$1,131.42) Dollars** per month. On January 1, 2021 and on January 1<sup>st</sup> of each following year during the Term (and any Subsequent Term, if applicable) in which the Agreement remains in effect, the monthly use charge and utilities charge then in effect shall each be increased by **two and a half percent (2.5%)** of the amount in effect for the prior year (on a compounded basis).
3. **Term.** The term of this amendment begins on the date of execution by both parties, and terminates on December 31, 2021. The County may renew the Agreement for four (4) additional twelve-month (12) periods beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>, provided all terms of this Agreement are met. The Licensee shall notify the Licensor in writing of its desire to renew this Agreement at least one hundred eighty (180) days prior to the expiration date of the then current term of this Agreement.
4. **No Offer.** Submission of this instrument for examination and signature by Licensee does not constitute an offer to amend the Agreement or a reservation of or option to amend the Agreement, and this instrument is not effective as an amendment to the Agreement or otherwise until executed and delivered by both Licensor and Licensee.

5. **Insurance:**

Licensee Required Insurance. Licensee shall purchase and maintain at its own expense, during the term of this Agreement, the following insurance without interruption, with a financially viable and reputable insurer satisfactory to Lessor.

- A. Commercial General Liability – Occurrence Form
  - \$2,000,000 Each Occurrence
  - \$ 50,000 Fire Damage
  - \$ 5,000 Medical Payments
  - \$1,000,000 Personal & Advertising Injury
  - \$4,000,000 Annual General Aggregate
  - \$2,000,000 Products Completed Operations Aggregate
- B. Automobile Liability
  - \$1,000,000 Combined Single Limit for each accident
- C. Umbrella Excess Liability
  - \$2,000,000 Each Occurrence
  - \$2,000,000 Annual Aggregate
- D. Workers Compensation- limits defined by Georgia Law
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease – Policy Limit
  - \$1,000,000 Disease – Each Employee
- E. Property Insurance
  - The property insurance shall be in an amount not less than that required to replace tenant improvements installed in the Premises, Alterations and other contents of the Premises (including Tenant's trade fixtures, furnishings, inventory, equipment and personal property).
- F. The Additional Insured should be shown as the following:
  - REJV CONCOURSE ATLANTA, LLC
- G. **Issue the Certificate to:**
  - Regent Partners, LLC as Manager
  - Six Concourse Parkway, Suite 280
  - Atlanta, Georgia 30328

Notwithstanding anything in this Agreement to the contrary, Lessor agrees that Licensee may self-fund any and all insurance required under this Agreement.

6. **Authority.** If Licensee is a corporation, partnership, trust, association or other entity, Licensee and each person executing this Amendment on behalf of the Licensee, hereby covenants and warrants that (a) Licensee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Licensee has and is duly qualified to do business in the state in which the Building is located, (c) Licensee has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Amendment and to perform all Licensee's obligations under the Agreement, as amended by this Amendment, and (d) each person (and all of the persons if more than one signs) signing this Amendment on behalf of the Licensee is duly and validly authorized to do so.

7. **Notices.** Any or all notices or demands by or from Lessor to Licensee, or by or from Licensee to Lessor, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee,

(b) three days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) on the day after delivery to United States Postal Services Express Mail or similar overnight delivery service. Until notified of a different address by notice as provided herein, all notices shall be addressed to the parties as follows:

Licensor:

REJV Concourse Atlanta, LLC  
c/o Regent Concourse, LLC  
Six Concourse Parkway  
Suite 280  
Atlanta, Georgia 30328  
Attention: Property Manager  
(Concourse Five)

Licensee:

Fulton County Emergency Communications  
130 Peachtree St SW  
Suite 3147  
Atlanta, Georgia 30303  
Attention: 911 Director

8. **License Agreement in Full Force and Effect.** Except as expressly provided above, the Agreement is unmodified hereby and remains in full force and effect.

**IN WITNESS WHEREOF**, Licensor and Licensee have executed this Amendment in multiple counterparts as of the last day and year written below.

**LICENSOR:**

REJV CONCOURSE ATLANTA, LLC, a  
Delaware limited liability company

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

Name: Carl R. Kuehner

Title: Authorized Signatory

**LICENSEE:**

Fulton County, Georgia, a political subdivision  
of the State of Georgia

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

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Tonya R. Grier, Clerk to Commission

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

This \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Patrise Perkins-Hooker, County Attorney