

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (hereinafter referred to as "Amendment") is made and entered into this 15th day of December, 2021, by and between Heritage Place Manager, LLC a Georgia limited liability company (hereinafter referred to as "Landlord") and Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant").

WHEREAS, Previous Landlord and Tenant entered a Lease dated September 21, 2005, a First Amendment to Lease dated March 2, 2016, and a Second Amendment to Lease dated December 2016 pertaining to certain premises known as Royal 400 consisting of three buildings at 3155, 3157 & 3159 Royal Drive Alpharetta, GA 30022, and Tenant has Leased Suite 125 consisting of 14,901 square feet ("Premises"), located on the First floor of 3155 Royal Drive ("Building"), the ("Lease"); and

WHEREAS, the term of the Lease is currently scheduled to expire December 31, 2021, and Landlord and Tenant desire to enter this Third Amendment for the purpose of evidencing their mutual understanding and agreement to extend the term of the Lease as set forth below.

WHEREAS, Landlord and Tenant wish to correct the square footage of the demised premises,

NOW THEREFORE, for and in consideration of the mutual covenants and obligations in the Lease and in this Third Amendment and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree that the Lease is amended as follows:

1. **Term:** The term of this extension shall be for sixty (60) months. As of the Effective Date January 1, 2022, the term of the Lease shall be extended an additional sixty (60) months and shall expire ("Expiration Date") December 31, 2026.
2. **Premises:** Landlord and Tenant agree that effective January 1, 2022, the Premises will be 14,901 square feet. Landlord and Tenant acknowledge that buildings have been remeasured Hughes Turner Phillips per BOMA 2012 "Drip Line" method which is the market standard for single story buildings. Landlord and Tenant agree that effective with the extension term the square footage of the demised premises is 14,901 square feet.

3. **Base Rental Chart:** Base rental for the extension Term shall be charged in accordance with the schedule below commencing January 1, 2022.

Period	Rent Sq. ft.	Rentable Sq. ft.	Monthly	Period
1/1/22-12/31/22	\$18.79	14,901	\$23,332.48	\$279,989.76
1/1/23-12/31/23	\$19.33	14,901	\$24,003.03	\$288,036.36
1/1/24-12/31/24	\$21.63	14,901	\$26,859.05	\$322,308.60
1/1/25-12/31/25	\$22.26	14,901	\$27,641.35	\$331,696.20
1/1/26-12/31/26	\$22.91	14,901	\$28,448.49	\$341,381.88
			Cumulative Total	\$1,563,412.80

Year 1 & 2 rates above reflect one month of free each year rent spread over the year.

4. **Free Rent:** Landlord and Tenant agree effective with the execution of the Third Amendment to Lease, Landlord has reduced the rate for years one and two of the Lease to reflect on month of free rent for each year of those two years.

5. **Operating Expenses:** Effective the with commencement of the Extension Term, January 1, 2022, Tenant base year shall be reset to 2021.

6. **Tenant Improvements:** Effective with the execution of this Third Amendment to Lease, Landlord will reimburse Tenant up to \$8 per square foot (\$119,208) for improvements to the space to be performed by Landlord. Landlord and Tenant will work together to value engineer the work as detailed and attached hereto in **Exhibit A** to be performed for the Tenant by the Landlord so that the allowance above will cover the total cost of the improvements and construction management. The Tenant Improvements must be completed on or before December 31, 2022. Landlord will deliver and Tenant will approve within 5 business days, plans for renovations to the space. Landlord will manage the construction process and Tenant agrees that Landlord shall charge a 3% construction management fee for its services which will be deducted from the Tenant Improvement Allowance. Tenant acknowledges that construction costs are constantly changing, and that if Tenant's delay in authorizing Landlord perform the construction, causes the costs of the construction to increase based on cost increases in the market, then Tenant shall pay the difference in the construction costs above the allowance outlined above.

7. **HVAC Overtime:** Tenant acknowledges that the hours of operation are unchanged from the Original Lease. Tenant shall reimburse Landlord for any overtime HVAC outside of the normal business hours at a rate of \$45 per hour.

8. **Broker:** Tenant represents and warrants that it has not dealt with any real estate broker, finder or other person with respect to this Lease other than Colliers – Atlanta, LLC representing Landlord. Tenant shall hold Landlord harmless from any and all damages resulting from claims that may be asserted against Landlord by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by Tenant in the future), claiming to have dealt with Tenant in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

9. **Renewal Option:** Provided that (i) Tenant in not in default (after requisite notice and cure period) under any of the terms and conditions of the Lease and (ii) Tenant provides Landlord written notice if its election in a proper and timely fashion, Tenant may extend the lease for an additional one (1) year period with four (4) consecutive renewal options all of which shall begin on January 1st and end on December 31st (the "Successive Term"), subject to the provision of O.C.G.A § 36-60-13. Each renewal options shall be contingent upon the approval, availability, and appropriation of funds by Fulton County Board of Commissioners. In order to exercise the Renewal Option, Tenant must deliver to Landlord notice of its intentions to exercise in accordance with the notice provisions of the Lease, not less than one hundred eighty (180) days prior to the expiration of the Extended Term. In the event Tenant fails to deliver to Landlord such written notice of its intent to exercise the Renewal Option or Tenant is otherwise not permitted to exercise pursuant to other terms hereof or of the Lease, then the renewal Option shall terminate and be null and void and the Lease shall expire on the expiration date of the Extended Term. In the event Tenant exercises the Renewal Option, all the terms of the Lease shall continue to be applicable during the Successive Term, except for (i) the amount of Basic Rent payable by Tenant which will continue to increase at 3% per year and (ii) the Renewal Option then being exercised.

10. **Termination Rights:** Landlord and Tenant agree that the Early Termination rights as outlined in paragraph 2 of the Lease dated September 21, 2005, shall remain in effect for the Term of this Third Lease Amendment and are included herein as Exhibit B. Notwithstanding the above the Early Termination Fees and the calculation of the unamortized Tenant Improvements, Free Rent and commissions shall be based on the tenant improvements, free rent and commission associated with this Third Amendment to Lease which is for a term of 60 months. The Early Termination fees are calculated using the 60-month term instead of the (10) year term (120 months) outlined in Exhibit B attached and included below.

11. **Ratification:** Except as expressly amended hereby, the Lease is hereby ratified and confirmed and remains in full force and effect. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall in all cases govern,

All other terms and conditions set forth in the Lease not modified by this Amendment shall remain in full force and effect.

Signatures on following page

IN WITNESS WHEREOF Landlord and Tenant have executed this Amendment as of the date Third written above.

LANDLORD: **Heritage Place Manager, LLC**

By: _____

Name: Joy Mckenna

Title: Managing Agent


TENANT: **Fulton County, a political subdivision of the State of Georgia**

By: 

Name: Robert L. Pitts

Title: Chairman, Board of Commissioners

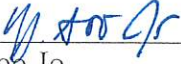
ATTEST:

By: 

Name: Tonya R. Grier

Title: Clerk to the Commissioner

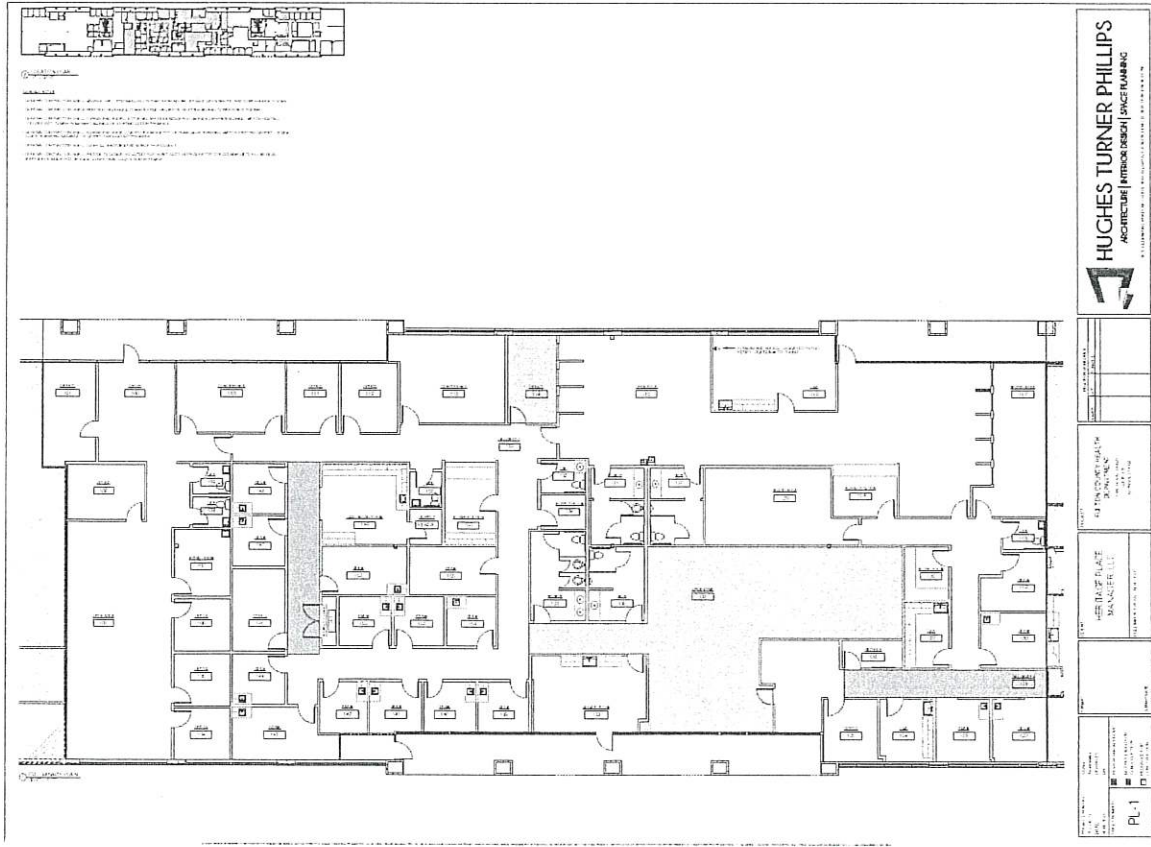
Approved As to Form:


Y. Soe Jo
County Attorney



ITEM # 21-1001 RCS 12, 1521
RECESS MEETING

Exhibit A



NOTES

- GENERAL CONTRACTOR SHALL BALANCE HVAC SYSTEM ALONG PERIMETER WINDOW OFFICES, OPEN AREA'S AND CONFERENCE ROOMS.
- GENERAL CONTRACTOR SHALL PAINT WAITING AREAS, COMMON AREA HALLWAYS, RESTROOMS AND CONFERENCE ROOMS.
- GENERAL CONTRACTOR SHALL FURNISH AND INSTALL VCT IN HALLWAYS AS INDICATED ON PLAN (GREEN SHADING). MATCH EXISTING COLORED VCT. CLEAN REMAINING BALANCE OF EXISTING VCT ON PREMISES.
- GENERAL CONTRACTOR SHALL FURNISH AND INSTALL CARPET AS INDICATED ON PLAN (BLUE SHADING). MATCH EXISTING CARPET. STEAM CLEAN REMAINING BALANCE OF CARPET THROUGHOUT PREMISES.
- GENERAL CONTRACTOR SHALL CLEAN ALL WINDOWS AND BLINDS THOROUGHLY.
- GENERAL CONTRACTOR SHALL PROVIDE (1) DEDICATED OUTLET FOR HEAVY DUTY REFRIGERATOR TO ACCOMMODATE ALL MEDICAL

Project Summary Cost

PROJECT COST SUMMARY

DATE:

ESTIMATE

Fulton County

Bldg / 3155

Suite 125

14,901 RSF

The following is based on **Hughes Turner Phillip Preliminary Plan**

A Final Project Cost Summary will be prepared at the end of the project, which will reflect actual costs, including all Change Orders.

Construction Cost		\$	80,235.00
	Subtotal	\$	80,235.00
Test and Balance:	\$0.26 /RSF		\$0.00
Architectural Design Fees:	\$0.30 /RSF		4,470.30
Additional Services	\$0.00 /RSF		-
Reimbursable Expenses	11%		-
Engineering MEP Fees:	\$0.65 /RSF		-
Lockset / Key Replacements			\$0.00
Building Standard Signage			\$0.00
0% Contingency (for use with Landlord's approval)			\$0.00
	Subtotal:	\$	84,705.30
3.0% Project Management Fee			\$2,541.16
TOTAL CONSTRUCTION COS	\$ 5.86 /RSF	\$	87,246.46
TOTAL ALTERNATE COST	\$ -		

Approved and Acknowledged by

By: _____

Title: _____

Date: _____

Exhibit B
Terms from Original Lease

2.

Term and Renewal Option

The term of this Lease shall be subject to the provisions of O.C.G.A. §36-60-13 and shall be for a period of ten (10) years from the earlier of (a) the day of Substantial Completion of the Premises as provided in Exhibit C attached hereto; or (b) the day Tenant first occupies any portion of the Premises (the "**Commencement Date**"), but in no event shall the Commencement Date be sooner than January 1, 2006, and ending at midnight on the tenth (10th) anniversary of the last day of the calendar month in which the Commencement Date occurs (the "**Term**").

Notwithstanding the Term and any other provision hereof, Landlord acknowledges that Tenant's continued occupancy of the Premises pursuant to the Lease will terminate annually at the

continued on following page

close of the calendar year in which this Lease is executed, and at the close of each succeeding year for which it may be renewed. The Lease shall automatically renew dependent on the availability and appropriation of funds by the Fulton County Board of Commissioners. Accordingly, in the event Tenant does not obtain availability and apportionment of funding for this Lease, and should the Tenant notify the Landlord on or before the first day of July each calendar year that this Lease shall not be renewed (the "**Early Termination Notice Date**"), the Lease shall not automatically renew and shall terminate on December 31st of that calendar year (the "**Early Termination Date**"). If no notice is received on or before July 1st of each calendar year, the Lease shall automatically renew until the last day of the following calendar year

(a) Failure of Tenant to exercise the right set forth herein on or before the Early Termination Notice Date of each calendar year shall constitute an automatic renewal until the last day of the following calendar year and waive the Tenant's right to Early Termination until the following calendar year.

(b) Tenant shall pay all amounts due and fully comply with all requirements of the Lease until the Early Termination Date.

(c) Tenant shall vacate the Premises and complete all Tenant duties under the Lease on or before the Early Termination Date. Failure to vacate the Premises or complete Tenant's obligations prior to the Lease Termination Date shall result in the imposition of the "Holding Over" provisions of Paragraph 8 of the Lease.

(d) In addition to all other requirements of the Lease, Tenant shall pay to Landlord the following amounts for Tenant's unamortized Tenant's improvements and commissions as shown on the addendum attached hereto and in consideration of the Early Termination Right granted herein:

(y) all unamortized lease commissions from the Early Termination Date, assuming level amortization over a ten (10)-year Term; and (z) the Landlord's unamortized expenses for the Tenant Improvements from the Early Termination Date, assuming level amortization over a ten (10)-year period from the Commencement Date; the total of such amounts is set forth on the schedule attached hereto as Exhibit "G" and made a part hereof by reference.

(e) Failure of Tenant to timely provide the notices or payments set forth herein shall render Tenant's Early Termination Right null and void, and the Lease will remain in full force and effect.

Addendum to Exhibit B
Unamortized Tenant Improvements, Free Rent and Commission Calculations

If Early Termination on:	Unamortized T.I, Free Rent & Commission
December 31, 2022	\$164,125.51
December 31, 2023	\$123,093.38
December 31, 2024	\$ 82,062.25
December 31, 2025	\$ 41,031.25
December 31, 2026	\$ 0.00

1 A RESOLUTION APPROVING A THIRD AMENDMENT TO A COMMERCIAL LEASE
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (TENANT) AND HERITAGE
3 PLACE MANAGER, LLC (LANDLORD) FOR THE PURPOSE OF EXTENDING THE
4 LEASE TERM AT 3155 ROYAL DRIVE, SUITE 125, ALPHARETTA, GEORGIA, FOR
5 FIVE (5) RENEWABLE ONE (1) YEAR TERMS FOR THE FULTON COUNTY BOARD
6 OF HEALTH TO PROVIDE HEALTH SERVICES TO FULTON COUNTY RESIDENTS;
7 TO AUTHORIZE THE CHAIRMAN TO EXECUTE A THIRD AMENDMENT TO
8 COMMERCIAL LEASE AGREEMENT AND RELATED DOCUMENTS; TO AUTHORIZE
9 THE COUNTY ATTORNEY TO APPROVE A THIRD AMENDMENT TO COMMERCIAL
10 LEASE AGREEMENT AND RELATED DOCUMENTS AS TO FORM AND TO MAKE
11 ANY MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER
12 PURPOSES.

13 **WHEREAS**, on September 21, 2005, the Fulton County Board of Commissioners
14 approved Agenda Item # 05-1056, which authorized a lease agreement between Fulton
15 County, Georgia ("Fulton County") and Holder/Royal 400, LLC, now Heritage Place
16 Manager, LLC, ("Lease Agreement") for 14,625 square feet of office space to provide
17 health and related services at 3155 Royal Drive, Suite 125. Alpharetta, Georgia 30004
18 ("Premises"); and

19 **WHEREAS**, on March 2, 2016, the Board of Commissioners approved the First
20 Amendment to the original lease as Agenda Item 16-0182, extending the lease term from
21 March 1, 2016 to December 31, 2016 and on December 7, 2016, as Agenda Item #16-
22 1091, the Board of Commissioners approved the Second Amendment to Commercial
23 Lease Agreement that extended the lease term from January 1, 2017 to December 31,
24 2021; and

25 **WHEREAS**, through the adoption of House Bill 885 (Laws 201, Act 467, § 1,
26 effective April 27, 2016) in the 2015-2016 Regular Session, the Georgia General
27 Assembly repealed O.C.G.A. § 31-3-2.1, which had allowed Fulton County to operate its
28 public health services through its internal Department of Health and Wellness; and

29 **WHEREAS**, House Bill 885 further provided that the operation of public health
30 services in Fulton County was to transition from being a department within the County to
31 being a county board of health similar to the other boards of health around the State of
32 Georgia that were never incorporated into county governments; and

33 **WHEREAS**, Fulton County therefore adopted Resolution Nos. 17-0298 and 17-
34 0299 on April 12, 2017, dissolving the Department of Health and Wellness and directing
35 County staff to facilitate the creation of the Fulton County Board of Health as a separate
36 entity; and

1 **WHEREAS**, the Fulton County Board of Health enjoys all powers and obligations
2 of a county board of health that are set forth in O.C.G.A. § 31-3-1, *et seq.* and as may be
3 delegated by the Georgia Department of Public Health and by and through the authorities
4 established in O.C.G.A § 31-2-1, *et seq.*, O.C.G.A. § 26-2-370, *et seq.*, and other state
5 laws as of July 1, 2017; and

6 **WHEREAS**, pursuant to O.C.G.A. § 31-3-9 Fulton County is obligated to “provide
7 the county board of health with quarters and equipment sufficient for its operation”; and

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

13 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
14 approves the Third Amendment to a Commercial Lease Agreement between Fulton
15 County, a political subdivision of the state of Georgia (Tenant), and Heritage Place
16 Manager, LLC, a Georgia limited liability company (Landlord), for the purpose of
17 extending the lease term at 3155 Royal Drive, Suite 125, Alpharetta, Georgia in
18 substantially the form attached hereto as Exhibit “A.”

19 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
20 (or Vice-Chairman, in the Chairman’s absence) is hereby authorized to execute the Third
21 Amendment to a Commercial Lease Agreement between Fulton County and Heritage
22 Place Manager, LLC.

23 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
24 approve the Third Amendment to a Commercial Lease Agreement as to form and
25 substance, and to make such other or additional modifications as are necessary, to
26 protect the County’s interests prior to execution by the Chairman.

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

30 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
31 Georgia, this _____ day of December, 2021.

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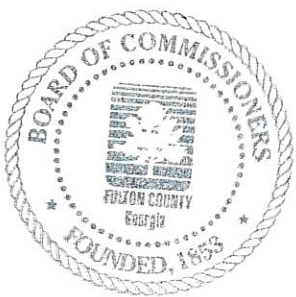
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FULTON COUNTY BOARD OF
COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya Grier, Clerk to the Commission



APPROVED AS TO FORM:

Y. Soo Jo
County Attorney