

8 AS TO FORM AND TO MAKE ANY MODIFICATIONS THERETO IN ORDER TO
9 PROTECT THE COUNTY'S INTERESTS PRIOR TO EXECUTION; AND FOR OTHER
10 PURPOSES
11

12 **WHEREAS**, it is the responsibility of the Fulton County Sheriff's Office to provide
13 each citizen and visitor to Fulton County with the highest level of protection of life and
14 property, while enforcing the laws of the State of Georgia and ensuring that all rights are
15 protected under the constitution; and
16

17 **WHEREAS**, Fulton County leased approximately 69,317 square feet of office and
18 warehouse space at 5210 Phillip Lee Drive, Atlanta, Georgia for the purpose of providing
19 optimum public safety services by promoting safe communities through citizen interaction,
20 with an emphasis on integrity, fairness, and professionalism; and
21

22 **WHEREAS**, the lease term of the prior lease agreement for this space expired on
23 December 31, 2023; and
24

25 **WHEREAS**, the Fulton County Sheriff's Office desires to remain at the current
26 location and has obtained a tenant improvement allowance from the landlord to complete
27 upgrades to onsite facilities for the purpose of improving efficiency of services for
28 residents and visitors to Fulton County by consolidating and centralizing various divisions
29 of operations; and
30

31 **WHEREAS**, the Fulton County Sheriff's Office, the Department of Real Estate and
32 Assets Management, DREAM and SELIG Enterprises, Inc, have negotiated mutually
33 acceptable terms to allow the County to continue to occupy the space for an additional
34 ten (10) years inclusive of renewal options and design plans to renovate office and
35 warehouse that will support the objectives of the Sheriff's Office; and
36

37 **WHEREAS**, it is the desire of Fulton County and SELIG Enterprises, LLLP to enter
38 into a Lease Agreement to continue the occupancy and to complete planned renovations
39 to the leased premises; and
40

41 **WHEREAS**, Article 9, Sec. 2, Par. 1(a) of the Georgia Constitution states in part
42 "[t]he governing authority of each county shall have legislative power to adopt clearly
43 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
44 local government for which no provision has been made by general law and which is not
45 inconsistent with this Constitution or any local law applicable thereto."
46

8
9 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
10 approve the Lease Agreement as to form and to make such other or additional
11 modifications as are necessary to protect the County's interests prior to execution by the
12 Chairman.
13

14 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
15 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
16 are hereby repealed to the extent of the conflict.
17

18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia, this 20th day of March, 2024.
20
21

22 **FULTON COUNTY BOARD OF**
23 **COMMISSIONERS**

24 

25
26
27 Robert L. Pitts, Chairman
28

29
30 **ATTEST:**

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33
34 Tonya Grier, Clerk to the Commission
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36
37 **APPROVED AS TO FORM:**

38 
39
40 Y. Soo Jo, County Attorney
41



to include the Premises.

- B. "Casualty" shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
- C. "Common Area" shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
- D. "Date of Casualty" shall be construed to mean the date on which the Casualty occurs.
- E. "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, including any: (i) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (ii) urea formaldehyde foam insulation; and (iii) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB).
- F. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located and more commonly known as 5210 Phillip Lee Drive, Atlanta, Fulton County, Georgia.
- G. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord,

Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.

- L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
- M. "Term". Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:

ARTICLE I

PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant a lease for a period of ten (10) years inclusive of renewal option (as more specifically set forth in Article II) to Tenant for those certain premises situated in Fulton County, Georgia, and being more particularly described as follows, to wit:

The Building (consisting of office and warehouse space) located upon the Land. For avoidance of doubt the Premises include both the Building and the remainder of the Land (including all Common Areas):

The above-described Premises being shown and delineated on EXHIBIT A, attached hereto and incorporated herein by reference.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for storage of voting machines in the above-described Premises, general office use and any other lawful business of the Tenant, as approved by Landlord, such approval not to be unreasonably withheld.

right to terminate the Lease effective December 31, 2024, or December 31, 2025, or December 31, 2026, or December 31, 2027, or December 31, 2028 or, December 31, 2029 or, December 31, 2029 or, December 31, 2030 or, December 31, 2031 or, December 31, 2032. In the event the Lease is terminated pursuant to the foregoing, Tenant agrees to pay to Landlord as consideration for the early termination of this Lease, the Construction Cost Cap Amount (or the applicable portion thereof) amortized on a straight-line basis over five (5) years commencing on the -Effective Date (the “Fee”). As an example, only, if the Tenant elects to terminate the Lease effective December 31, 2024, and the cost of the Landlord Improvements is Two Hundred Thousand and 00/100 (\$200,000.00) Dollars then the Fee shall be One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars. The Fee shall be payable to Landlord, as additional rent, upon Tenant's notice to Landlord of its intent to exercise its right to terminate the Lease.

ARTICLE III

RENT

The following rental rates shall apply during the original Term and any Renewal Term:

Dates	Monthly Amount
Commencement Date through December 31, 2024:	\$42,345.00.
January 1, 2025 through December 31, 2025:	\$44,038.80.
January 1, 2026 through December 31, 2026:	\$45,800.35.
January 1, 2027 through December 31, 2027:	\$47,632.36
January 1, 2028 through December 31, 2028:	\$49,537.65.
January 1, 2029 through December 31, 2029:	\$51,519.16
January 1, 2030 through December 31, 2030:	\$53,579.93
January 1, 2031 through December 31, 2031:	\$55,723.12
January 1, 2032 through December 31, 2032:	\$57,952.05
January 1, 2033 through December 31, 2033:	\$60,270.13

All other charges and/or payments due under the Lease shall continue to be paid in the manner required under the Lease.

a cost not to exceed Two Hundred Seventy Five Thousand and No/100 (\$275,000.00) Dollars (the "Construction Cost Cap Amount"). If the cost of the Landlord Improvements is greater than the Construction Cost Cap Amount, then Landlord shall invoice Tenant the difference and Tenant shall pay Landlord same within thirty (30) days of receipt of such invoice. In the event the Agreement has not occurred on or before August 31, 2024, Landlord shall not be responsible for completing the Landlord Improvements.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS

AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
2. Riders. Reserved.
3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.
4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices,

TENANT ADDRESS:
Fulton County, Georgia Government
141 Pryor Street
Suite 8021
Atlanta, Georgia 30303
Attn: Land Administrator

Fulton County, Georgia Government
141 Pryor Street
Suite G119
Atlanta, Georgia 30303
Attention: Director of Real Estate & Asset Management

Fulton County, Georgia Government
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

Fulton County, Georgia Government
141 Pryor Street
10th Floor
Atlanta, Georgia 30303
Attention: County Manager

6. Covenant of Title and Quiet Enjoyment. Landlord covenants that it is in legal possession of the Premises in fee simple absolute subject to matters of public record. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever claiming by, through or under Landlord.
7. Tenant Covenants, Representations and Warranties. Tenant hereby covenants and agrees as follows:

through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by Law, any loss, claims, liability, damage or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

8. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's knowledge, except as disclosed in that certain Phase I Environmental Site Assessment dated April 9, 2021, that certain Limited Asbestos Survey Report dated April 15, 2021,

proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land..

9. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
10. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with written notice from the Landlord confirming such change or division in the ownership of the Premises.
11. Binding Effect on Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and permitted assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
12. Intentionally Deleted
13. Destruction of or Damage to the Premises. A Casualty affecting a “Material Portion of the Premises” shall mean a Casualty which renders the Premises unsuitable for the Tenant’s continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, either party may terminate this Agreement upon thirty (30) days’ notice to the other in which event this Agreement shall terminate, and the Term of this Agreement shall expire on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date and all rent and other sums shall be apportioned and paid through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and neither party terminates this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided,

invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-fund and maintain, in accordance with policies of Fulton County, Georgia, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks. Tenant shall also obtain and thereafter maintain in full force during the Term, with respect to the Premises, commercial general liability insurance, including contractual liability insurance, with coverage in amounts of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the general and products-completed operations aggregate with respect to property damage, bodily injury, fire damage legal liability coverage with a limit of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) and personal and advertising injury. By way of ISO Additional Insured form CG 2011 (04/13) or equivalent wording, the policy shall insure the interests of Landlord and any designees of Landlord, including, without limitation, any Mortgagee. The coverage afforded Landlord will be provided on a primary and noncontributory basis. Tenant must also maintain statutory worker's compensation and employer's liability coverage, the latter with limits of at least \$100,000.00/\$100,000.00/\$500,000.00. By endorsement, Tenant will waive Tenant's general liability and worker's compensation insurers' rights of subrogation against Landlord. Tenant's insurer will maintain A.M. Best Ratings of at least A-VII throughout Term. The policies must be specifically endorsed to provide Landlord with thirty (30) days' advance written notice of any cancellation. Prior to the Effective Date, Tenant shall provide to Landlord a copy of an Insurance Certificate reflecting all of the foregoing requirements. Notwithstanding anything to the contrary contained herein, Landlord

Agreement to the contrary, Landlord understands and agrees that Tenant will self-fund any and all insurance coverage required under this Agreement.

15. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "Remediation"), and such Hazardous Substances were released or placed on the Land or Building by Tenant, its employees, agents or contractors, it shall be sole financial responsibility of the Tenant for all Remediation and, restoration costs and rent payable during the period required for repair. If Remediation is required, and such Hazardous Substances were released or placed on the Land or Building by Landlord employees, agents or contractors. Landlord shall immediately and with all due diligence and all measures necessary to comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at Landlord's sole costs and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, are not usable for Tenant's business purposes. Notwithstanding anything to the contrary, if such Remediation and Restoration cannot be completed within one hundred twenty (120) days following the date such Hazardous Substances are discovered, Tenant may either terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt or have the rent abated for the period of time the space affected is not available as prorated for the time it is not usable.
16. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement (a "Tenant Default"): (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within ten (10) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period

to the payment of rent then due and unpaid hereunder in such order as Landlord, in Landlord's sole and absolute discretion, may determine; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future rent as same may become due and payable hereunder. In re-letting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not receive credit therefor. In the event that such rentals received from such re-letting shall at any time or from time to time be less than sufficient to pay to Landlord the entire rent then due from Tenant, Tenant shall pay any such deficiency to Landlord immediately upon written demand therefor. Such deficiency shall, at Landlord's option (which option may be exercised or not by Landlord, in Landlord's sole and absolute discretion), be calculated and paid monthly. No such re-letting shall be construed as an election by Landlord to terminate this Agreement unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Agreement for any such previous Tenant Default, provided such Tenant Default has not been cured; or

(iii) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due.

17. Holding Over. In the event that Tenant remains in possession of the Premises or any portion thereof after the termination of this Agreement and Landlord does not expressly consent in writing to Tenant's holding over beyond the termination of this Agreement, then Tenant shall be a tenant at sufferance and shall owe Landlord compensation for the period of occupancy subsequent to the termination of this Agreement at a rate of one hundred twenty-five percent (125%) of the rent in effect immediately prior to the termination of this Agreement, plus Tenant shall pay all other additional rents and other sums under this Agreement, and there shall be no extension or renewal of this Agreement by operation of Laws. Nothing in this paragraph or elsewhere in this Agreement shall be construed as consent by Landlord to possession of the Premises by Tenant after the termination of this Agreement.

18. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity that shall render the remainder property non-functional for the tenant's intended use, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of Law, contract, ordinance or

necessary repairs to the climate-controlled heating, ventilating and air-conditioning systems, whether located on the exterior of the Building, or in the interior of the Building, or within or on the walls of the Building; necessary roof repairs and/or replacements, and necessary structural repairs to the exterior walls and foundations of the Building, specifically excluding any repair, replacement, rebuilding, painting, cleaning, or non-structural maintenance, foreseen or unforeseen, ordinary or extraordinary: (i) to the Building or any portion thereof, except as expressly defined as Landlord Repairs herein, (ii) termite treatments or any damage caused by wood-destroying organisms, (iii) to any exterior or interior portions of any windows (provided said windows are not structural in nature), doors, glass, plate glass, locks, hardware, Signs, or any casing, frames or caulking which support or surround same, (iv) made necessary by or arising out of any act or omission or negligence of Tenant or any Invitees of Tenant, or (v) which are designated in this Agreement as Tenant Repairs. Tenant shall be responsible for the following ("Tenant Repairs"):

All repairs, replacements, rebuilding, painting, cleaning and maintenance, foreseen or unforeseen, ordinary or extraordinary, which are not expressly defined as Landlord Repairs, to the Building and Common Areas and all portions thereof, including, without limitation, personal property; appliances; all fixtures equipment contained in or on the Building; all improvements and alterations to the Building, the exterior and interior portions of all windows, unless such windows are structural in nature, doors, glass, locks, hardware, signs, or any casing, frames, or caulking which support or surround same; all plumbing, sewerage, drainage, fire protection sprinkler, water line backflow testing and repairs, and electrical systems located on or within the walls of the Building; and all interior walls, wall treatments, floors, ceilings and ceiling systems, and all elevators and escalators; all necessary repairs to the parking areas, driveways, sidewalks and landscaped areas provided same were in acceptable working order at the time of the Effective Date of this Agreement. In the event that (i) Tenant fails to promptly perform the Tenant Repairs, (ii) Landlord, in the exercise of Landlord's reasonable discretion, determines that emergency Tenant Repairs are necessary or desirable, or (iii) Landlord Repairs or Tenant Repairs are made necessary by any act or omission or negligence of Tenant or Tenant's agents, employees, contractors or invitees, then in any of such events, Landlord shall be entitled, but not obligated, to perform or cause same to be performed without incurring any liability to Tenant for any damage caused thereby, and Tenant shall pay the cost thereof

charged upon the Premises.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business with prior Landlord approval except those as agreed to be installed by the Landlord on behalf of the Tenant. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant and approved by Landlord, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal. All improvements made by Tenant shall be performed in a good and workmanlike manner and lien free. Tenant shall cause any lien recorded against the Premises to be cancelled and discharged of record or bonded by appropriate proceedings to remove such lien of record or stay enforcement thereof within twenty (20) days following receipt of written notice of the filing thereof.
26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which Tenant has placed on the Premises. Any property which Tenant is required to remove (or as applicable, which Landlord does not so elect to cause Tenant to remove) which remains in the Premises for ten (10) days following the termination of this Agreement shall be deemed abandoned and title to such property shall pass to Landlord, without the necessity of further documentation; provided, however, Tenant shall, in such instance and upon Landlord's request, execute a quit-claim deed to the property, in recordable form, designating Landlord as the grantee and Tenant hereby irrevocably appoints Landlord, its successors and assigns, as the attorney in fact of Tenant to execute, seal and deliver such quit-claim deed on behalf of such Tenant should Tenant fail or refuse to do so within ten (10) days after Landlord gives notice to Tenant requesting the execution, sealing and delivery of such quit-claim deed. The provisions of this paragraph shall survive the termination of this Agreement.

the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

32. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an “SNDA”) in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant’s obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

33. Miscellaneous.

A. Parking. Tenant shall have exclusive use of all parking located on the Premises.

B. Signage. Tenant will not install or affix any signage without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant identification will be available and at the primary entrance to the Premises. Tenant shall be responsible for the installation of any signage attached to the Building on the building fascia. Signage shall (i) be in compliance with all applicable Laws, (ii) remain the property of Tenant and (iii) be removable by the Tenant at any time during the term of lease; provided, that Tenant reasonably repairs or reimburses Landlord for damage to the Premises that directly results from signage installation or removal.

34. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an

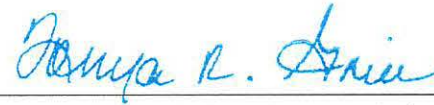
OR CAUSES OF ACTION IN ANY WAY ARISING OUT OF OR RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS AGREEMENT, AND NO OTHER ASSETS OR PROPERTY WHATSOEVER OF LANDLORD OR ANY SHAREHOLDER, DIRECTOR, OFFICER, EMPLOYEE OR MEMBER OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF ANY REMEDIES OF TENANT WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS AGREEMENT.

(Signatures begin on next page and remainder of page is intentionally blank.)



Robert L. Pitts, Chairman

ATTEST:



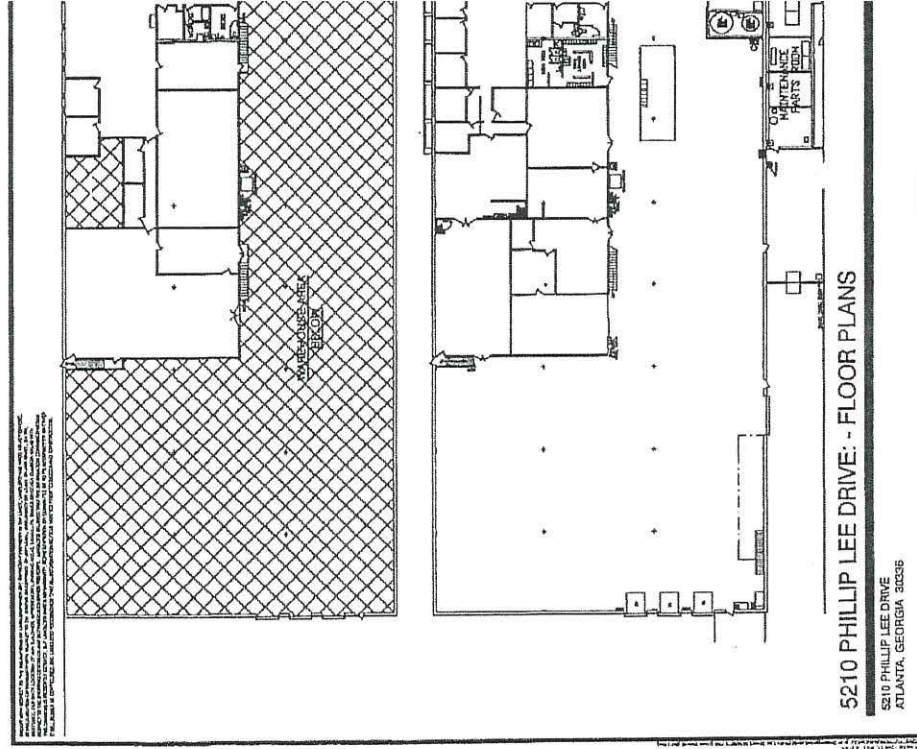
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

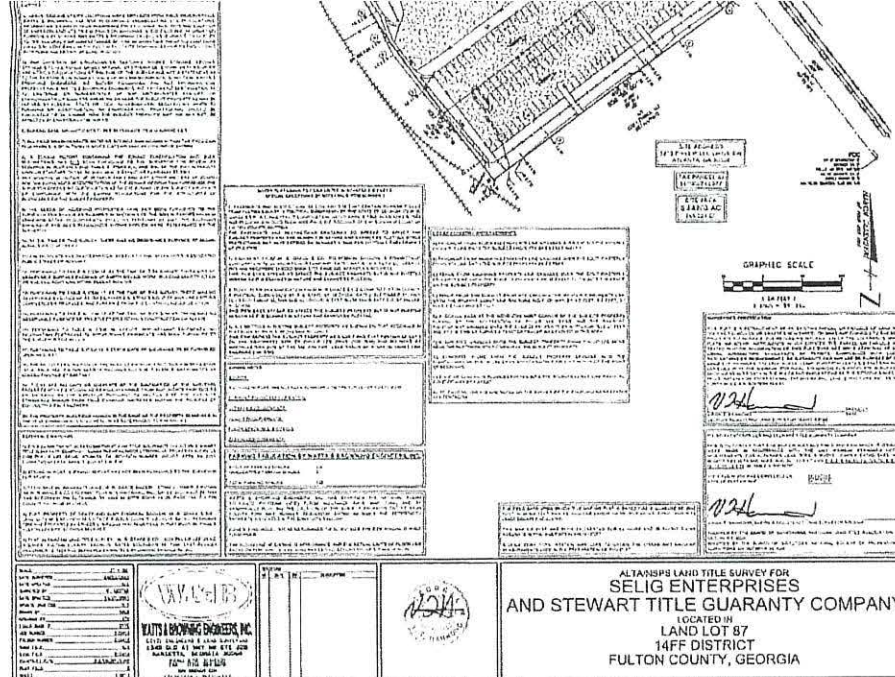


Y. Soo Jo, County Attorney





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Plumbing- install dog bath	\$7,000	
Blinds	\$11,550	\$18,150
Flooring	\$101,563	\$104,179

1st floor

1. 11366 SF new LVT- click used at all LVT and moisture VCT areas
2. 3240 LF new cove base- based on 6" standard
3. 11364 SF demo of existing flooring, including base
4. Labor to move and replace furniture
5. Floor prep and transitions
6. 96 LF new stair treads- Taikeron (to match 433 E Paces Ferry)
7. Tote rental- based on (400) totes for (2) weeks

2nd floor

1. 45 SY new carpet- based on allowance
2. 5940 SF new VCT- based on standard 12x12
3. 9002 SF new LVT- click used at all LVT and moisture VCT areas
4. 3360 LF new cove base- based on 6" standard
5. 12780 SF demo of existing flooring, including base
6. Labor to move and replace furniture
7. Floor prep and transitions
8. Tote rental- based on (400) totes for (2) weeks

Doors / frames	\$8,000	\$3,100
Sprinklers- for new offices	\$4,000	
Cabinets- 12 LF on the 1st floor	\$12,000	

1100 Spring Street, Suite 650
Atlanta, GA 30309

Shampoo carpet on 2nd floor		\$5,500
Supervision	\$15,750	\$15,750
Contractor's Fee	\$32,147	\$27,690
	<hr/>	<hr/>
	\$353,615	\$304,586

Notes:

1. Permits by others

Specs:

1. Drywall: 1/2" sheetrock, 9' tall, 4'x8' sheets
2. Acoustical: USG Radar 2120
3. Electrical
 1. LED panels: Contractor Select CPX 2x4 AL08 SWW7 M2
 2. Emergency / exit combos: Contractor Select ECRG Lithonia Lighting basics
4. Plumbing
 1. Toilet: Kohler elongated toilet bowl K-4304, Highline Classic tank K-4484
 2. Sink: Kohler Kingston K-2005
 3. Faucets: Delta 501-DST
 4. Break sink and faucet: Dayton 25"x22" sink, Delta 101 single lever faucet
5. Flooring
 1. Carpet: Philadelphia brand, 12' wide broadloom
 2. VCT: Armstrong Standard Excelon 12"x12"
 3. LVT: Shaw Stratum 500/700
 4. Cove base: Roppe or Tarkett 6"
 5. Stair treads: Taikeron brand, rubber type
6. Paint- Sherwin Williams, flat and semi-gloss- SuperPaint
7. Millwork / cabinets
 1. Base and overhead made of wood with Wilsonart plastic laminate on all sides, countertops, and doors
 2. Brushed nickel 4" wire pulls
8. Doors / frames
 1. Knock down metal frames for standard walls, 4 5/8 with solid core door, 3070
 2. 6" x 24" cut in window kit to fit in standard 1 3/4 door
9. Restroom accessories
 1. ASI mirrors 18" x 36"
 2. ASI grab bars 36" and 42"
 3. ASI 0710 single toilet paper holder
 4. ASI 0210 paper towel holder

PHASE 1
PHASE 2
PHASE 3

Proposed Phase 1 Costs

\$19,506

\$8,400

\$19,699

\$35,700

\$1,296

\$43,260

\$7,000

\$7,000

\$4,000

\$12,000

1100 Spring Street, Suite 650
Atlanta, GA 30309

\$5,500

\$11,000

\$21,456

\$216,511

\$275,000 Landlord Allowance

\$58,489 Net Allowance Remaining