



The Honorable William "Bill" Edwards, Mayor
The Honorable Mark Baker, District 7, Mayor Pro Tem
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Rosie Jackson, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember

SPECIAL MEETING AGENDA

1. Call to Order
2. Discussion Items
 - a. Mid-Year Budget Planning
 - b. Super Bowl LIII Update - City Manager
3. Resolutions
 - a. Resolution for the assumption and continuation of TSPLOST Agreements within the City of South Fulton and for other lawful purposes. **(Res2019-004)**
 - b. Resolution enhancing public safety within the City of South Fulton, authorizing the execution of a lease for police purposes and for other lawful purposes. **(Res2019-005)**
4. Executive Session regarding personnel.
 - a. For the purposes of conducting a closed Executive Session regarding personnel, litigation and real estate.
5. Adjournment



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING



SUBJECT: Mid-Year Budget Planning

**DATE OF
MEETING:** 2/1/2019

DEPARTMENT: Finance



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING



SUBJECT: Super Bowl Update

DATE OF MEETING: 2/1/2019

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Memo - Super Bowl LIII Information	Cover Memo	1/31/2019

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: January 24, 2019

SUBJECT: Informational Memo – Super Bowl LIII

As you are aware, the COSF Fire Department will render and provide dedicated Aircraft Rescue and Firefighting ("ARFF") protection, Advanced Life Support ("ALS"), Emergency Medical Services ("EMS"), and first responder services to Charlie Brown Airfield, located at 3952 Aviation Circle, N.W., Atlanta, Georgia 30336, prior to, during and after Super Bowl Week, beginning at 8:00 a.m. EST on Wednesday, January 30, 2019 through and until 5:00 p.m. EST on Monday, February 4, 2019. Dedicated service requires constant, on-site, qualified service availability during all times covered by this Agreement. All services will be provided in accordance with local, state and federal laws and regulations.

On Thursday, January 17th, the South Fulton Fire Chiefs had a meeting and information pertaining to Super Bowl LIII was disseminated from the Atlanta/Fulton County Emergency Management Agency (EMA). Included in the information packet was an overview for Super Bowl LIII which is listed below:

- 10-day operational period
- Load-in begins January 2, 2019
- Load-out completed February 27, 2019
- Events start Saturday, January 26, 2019
- Gameday is Sunday, February 3, 2019
- Estimating over 150,000 out of town guests
- 107 Hotels in NFL block
- 20,100 hotel rooms on peak night
- Estimating over 1 Million visitors will come to NFL Events
- 10,000 volunteers selected to welcome and assist

Should you need further information regarding this correspondence, please contact Larry Few at 470-809-7521 or larry.few@cityofsouthfultonga.gov.

Cc: Melanie Winfield, Assistant City Manager



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING



SUBJECT: Res2019-004 TSPLOST Assumption and Continuation

DATE OF MEETING: 2/1/2019

DEPARTMENT: Attorney

ATTACHMENTS:

Description	Type	Upload Date
Memo - 2017-2021 TSPLOST Projects	Cover Memo	1/31/2019
TSPLOST	Cover Memo	1/31/2019

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: January 25, 2019

SUBJECT: 2017-2021 TSPLOST Projects

Please find enclosed a spreadsheet with information that details the TSPLOST projects/schedule that have been approved for the City for the years 2017-2021. Please note the "Status" column. The blue highlight indicates the project has been completed, and the green highlight indicates the project is in progress. We are seeking Council's approval for the City to assume applicable Fulton County contracts so that services related to the TSPLOST projects can resume.

Should you need further information regarding this correspondence, please contact Antonio Valenzuela at antonio.valenzuela@cityofsouthfultonga.gov.

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
MSE	1. Maintenance and Safety Enhancements		\$34,450,879	\$1,778,326	\$36,229,204		\$8,549,964	\$8,316,948	\$5,464,655	\$8,947,273	\$4,950,364
ROC	Resurfacing of Corridors		\$9,803,915	\$1,778,326	\$11,582,241		\$2,135,359	\$3,847,891	\$1,240,793	\$2,579,872	\$1,778,326
RC 103	Cedar Grove Road (Chattahoochee Hills City Limits to Rivertown Rd)	Completed by ER Snell (2017 PO)	\$1,114,748				\$1,114,748				
RC 106	New Hope Road (Boat Rock to Cascade Rd)	Completed by ER Snell (2017 PO)	\$414,358				\$414,358				
RC 108	Old Fairburn Road (Union Rd to Camp Creek Pkwy)	Completed by ER Snell (2017 PO)	\$606,253				\$606,253				
RC 100	Bethsaida Road (Jonesboro Rd to Clayton County Ln)	Completing by CW Matthew (2018 PO)	\$697,059					\$697,059			
RC 102	Cascade Road (Fulton Ind Blvd to Beechcrest Road SW)	Completing by CW Matthew (2018 PO)	\$1,356,984					\$1,356,984			
RC 105	Enon Road (Stonewall Tell Rd to Atlanta City limits)	Completing by CW Matthew (2018 PO)	\$921,496					\$921,496			
RC 109	Rivertown Road (Cascade Palmetto Hwy to Fairburn City Limits)	Completing by CW Matthew (2018 PO)	\$872,352					\$872,352			
RC 107	Old Bill Cook Road (Buffington Rd to Old National Hwy)		\$438,189						\$438,189		
RC 104	Creel Road (Old National Hwy to West Rd)		\$295,100						\$295,100		
RC 110	Welcome All Road (Roosevelt Hwy to South Meadow Pkwy)		\$507,504						\$507,504		
RC 101	Butner Road (Campbellton Fairburn Rd to City of Atlanta Limits)		\$2,579,872							\$2,579,872	
RC 111	Merk Road (Butner Rd to Union Rd)			\$622,536							\$622,536
RC 112	Jones Road (Campbellton Rd to Hall Rd)			\$1,155,790							\$1,155,790
RST	Subdivisions Toppings		\$1,625,475	\$0	\$1,625,475		\$1,527,951	\$0	\$0	\$0	\$97,524
RST 200	Camp Creek Village (SFR), (LL 73 Dist 14FF)	Completed by ER Snell (2017 PO)	\$44,140				\$44,140				
RST 201	Chestnut Ridge @ Cedar Grove	Completed by ER Snell (2017 PO)	\$41,187				\$41,187				
RST 202	Falls @ Camp Creek	Completed by ER Snell (2017 PO)	\$50,297				\$50,297				
RST 203	Forrest Creek	Completed by ER Snell (2017 PO)	\$86,578				\$86,578				
RST 203	Falls @ Cascade Palms Phase 2	Completed by ER Snell (E&CD Funds)	\$89,355								\$89,355
RST 204	Foxfire PH2, (LL 124/133 Dist 13)	Completed by ER Snell (2017 PO)	\$57,555				\$57,555				
RST 205	Herron Creek PH2, (LL 99 Dist 14FF, LL 175 Dist 9C)	Completed by ER Snell (2017 PO)	\$68,057				\$68,057				
RST 206	Lake Royale U3, (LL 188 Dist 13)	Completed by ER Snell (2017 PO)	\$43,845				\$43,845				
RST 207	Le Jardin Multiple Phases	Completed by ER Snell (2017 PO)	\$250,000				\$250,000				
RST 208	Merrywood I-III (LL 159/162 Dist 13)	Completed by ER Snell (2017 PO)	\$94,383				\$94,383				

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
RST 209	Overlook Camp Creek 1/1A	Completed by ER Snell (2017 PO)	\$95,530				\$95,530				
RST 210	Parks at Cedar Grove 1/2 of Subdivision	Completed by ER Snell (2017 PO)	\$175,000				\$175,000				
RST 211	Preston's Vineyard, (LL 169, Dist 9F)	Completed by ER Snell (2017 PO)	\$19,830				\$19,830				
RST 212	Providence Glen < (LL 188 Dist 13)	Completed by ER Snell (2017 PO)	\$42,960				\$42,960				
RST 213	Renaissance at South Park	Completed by ER Snell (2017 PO)	\$141,831				\$141,831				
RST 214	Stoneridge 3	Completed by ER Snell (2017 PO)	\$168,840				\$168,840				
RST 215	Thornwood Park , (LL 132/133 Dis 13)	Completed by ER Snell (2017 PO)	\$101,920				\$101,920				
RST 215	St. Joseph Phase 1	Completed by ER Snell (E&CD Funds)	\$8,169								\$8,169
RST 216	Towncreek @ Cedar Grove PH2	Completed by ER Snell (2017 PO)	\$45,998				\$45,998				
RS	Subdivisions Resurfacing		\$23,021,489	\$0	\$23,021,489		\$4,886,654	\$4,469,057	\$4,223,862	\$6,367,401	\$3,074,514
RS 300	Ashley Downs	Completed by CW Matthew (2018 PO)	\$431,006				\$431,006				
RS 302	Beaver Creek	Completed by CW Matthew (2018 PO)	\$76,623					\$76,623			
RS 304	Bentwood Trace	Completed by CW Matthew (2018 PO)	\$76,623				\$76,623				
RS 305	Bethsaida West	Completed by CW Matthew (2018 PO)	\$394,610				\$394,610				
RS 322	Deerwood Park	Completed by CW Matthew (2018 PO)	\$206,883				\$206,883				
RS 324	Devonshire	Completed by CW Matthew (2018 PO)	\$432,922					\$432,922			
RS 326	Emerald Pointe	Completed by CW Matthew (2018 PO)	\$314,156				\$314,156				
RS 338	Hania Flowers Estates	Completed by CW Matthew (2018 PO)	\$281,591					\$281,591			
RS 342	Hillandale	Completed by CW Matthew (2018 PO)	\$865,844				\$865,844				
RS 346	Kimberly	Completed by CW Matthew (2018 PO)	\$840,941					\$840,941			
RS 347	Kimberly Forest	Completed by CW Matthew (2018 PO)	\$76,623					\$76,623			
RS 349	Kings Ridge	Completed by CW Matthew (2018 PO)	\$38,312					\$38,312			
RS 360	Monterey	Completed by CW Matthew (2018 PO)	\$346,721					\$346,721			
RS 366	Oak Ridge	Completed by CW Matthew (2018 PO)	\$44,058					\$44,058			
RS 368	Old National East	Completed by CW Matthew (2018 PO)	\$990,357					\$990,357			
RS 372	Picardy Circle South	Completed by CW Matthew (2018 PO)	\$61,299					\$61,299			

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
RS 376	Ponderosa	Completed by CW Matthew (2018 PO)	\$325,649				\$325,649				
RS 382	Rebecca Lake	Completed by CW Matthew (2018 PO)	\$59,383				\$59,383				
RS 395	The Meadows	Completed by CW Matthew (2018 PO)	\$1,095,714					\$1,095,714			
RS 404	Woodland Estates	Completed by CW Matthew (2018 PO)	\$210,714				\$210,714				
RS 405	Woodward Estates	Completed by CW Matthew (2018 PO)	\$469,318				\$469,318				
RS 303	Benchmark	Completing by CW Matthew (2018 PO)	\$130,260				\$130,260				
RS 350	Lake Feldwood	Completing by CW Matthew (2018 PO)	\$132,175				\$132,175				
RS 358	Mitchell Crossing	Completing by CW Matthew (2018 PO)	\$36,396					\$36,396			
RS 328	Estes Drive	Completing by CW Matthew (2018 PO)	\$57,468				\$57,468				
RS 332	Forest Downs	Completing by CW Matthew (2018 PO)	\$319,903				\$319,903				
RS 361	Morning Creek Estates	Completing by CW Matthew (2018 PO)	\$409,935				\$409,935				
RS 400	West Park SD	Completing by CW Matthew (2018 PO)	\$482,727				\$482,727				
RS 402	Will Lee Pines	Completing by CW Matthew (2018 PO)	\$93,864					\$93,864			
RS 403	Wolf Creek Forest	Completing by CW Matthew (2018 PO)	\$53,636					\$53,636			
RS 318	Chippewa Forest		\$212,630						\$212,630		
RS 320	Creel & Bethsaida Corner		\$9,578						\$9,578		
RS 321	Creel Crossing		\$80,455						\$80,455		
RS 331	Flat Shoals Estates		\$279,675						\$279,675		
RS 343	Huntington Estates		\$76,623						\$76,623		
RS 352	Lattimore Park		\$53,636						\$53,636		
RS 354	Melanie Manor		\$19,156						\$19,156		
RS 355	Melanie Woods		\$26,818						\$26,818		
RS 357	Milam Park		\$128,344						\$128,344		
RS 363	Muirwoods		\$308,409						\$308,409		
RS 367	Oakley Township		\$459,740						\$459,740		
RS 369	Park Plateau off Park		\$26,818						\$26,818		

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
RS 374	Pointer Ridge		\$1,879,188						\$1,879,188		
RS 375	Ponderosa Pines		\$97,695						\$97,695		
RS 383	Red Oak Woods		\$42,143						\$42,143		
RS 384	Robinson Woods Drive		\$68,961						\$68,961		
RS 390	Southern Pines Estates		\$187,727						\$187,727		
RS 396	Thornton Woods		\$189,643						\$189,643		
RS 399	Village Green		\$76,623						\$76,623		
RS 306	Big Creek		\$95,779							\$95,779	
RS 307	Bon Haven Estates		\$425,260							\$425,260	
RS 308	Brentwood Place		\$130,260							\$130,260	
RS 310	Canaan Trace		\$95,779							\$95,779	
RS 311	Canaan Walk		\$78,539							\$78,539	
RS 312	Canaan Woods		\$53,636							\$53,636	
RS 313	Carlo Woods		\$137,922							\$137,922	
RS 314	Cascade Hills		\$379,286							\$379,286	
RS 315	Cascade Knolls		\$136,006							\$136,006	
RS 316	Cascade Knolls Drive		\$47,890							\$47,890	
RS 317	Central Park		\$32,565							\$32,565	
RS 319	Cliftondale		\$522,955							\$522,955	
RS 323	Derrick Creek		\$76,623							\$76,623	
RS 327	Enon Forest		\$362,045							\$362,045	
RS 329	Falcon Forest		\$113,019							\$113,019	
RS 330	Feldwood Pines		\$65,130							\$65,130	
RS 333	Fox Fire S/D		\$377,370							\$377,370	
RS 335	Granada		\$76,623							\$76,623	
RS 379	Providence Glen		\$61,299							\$61,299	

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
RS 381	Ravenswood Drive		\$36,396							\$36,396	
RS 340	Hidden Valley		\$86,201							\$86,201	
RS 344	Jamaica		\$116,851							\$116,851	
RS 345	Kensington Woods		\$53,636							\$53,636	
RS 348	Kings Crest Court		\$24,903							\$24,903	
RS 351	Lake Royale		\$304,578							\$304,578	
RS 353	Marion Woods Estates		\$65,130							\$65,130	
RS 359	Montclair Estates		\$348,636							\$348,636	
RS 364	Nassau Village		\$57,468							\$57,468	
RS 365	Normandy		\$356,299							\$356,299	
RS 371	Parkland Woods		\$70,877							\$70,877	
RS 373	Pointe Verda		\$109,188							\$109,188	
RS 385	Sable Chase S/D		\$480,812							\$480,812	
RS 388	Smoke Ridge		\$250,942							\$250,942	
RS 389	Southern Colony		\$17,240							\$17,240	
RS 394	Thaxton Reserve		\$344,805							\$344,805	
RS 397	Tacoma Forest		\$235,617							\$235,617	
RS 398	Versailles		\$99,610							\$99,610	
RS 401	Wexwood Glen		\$40,227							\$40,227	
RS 301	Beacon Hills		\$124,513								\$124,513
RS 309	Canaan Glen		\$78,539								\$78,539
RS 325	Edgewater		\$93,864								\$93,864
RS 334	Gladstone Hills		\$172,403								\$172,403
RS 336	Guilford Pointe		\$65,130								\$65,130
RS 337	Hallie Hills		\$733,669								\$733,669
RS 377	Pontevedra		\$385,033								\$385,033

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
RS 378	Promenade		\$302,662								\$302,662
RS 380	Putter's Village		\$40,227								\$40,227
RS 339	Happy Hollow		\$57,468								\$57,468
RS 341	Highpoint		\$9,578								\$9,578
RS 356	Milam Manor		\$105,357								\$105,357
RS 362	Morning Creek		\$86,201								\$86,201
RS 370	Park Village	City of Fairburn	\$128,344								\$128,344
RS 386	Sherbrook Forest		\$72,792								\$72,792
RS 387	Silverwood Estates		\$53,636								\$53,636
RS 391	Spring Valley		\$254,773								\$254,773
RS 392	Sunrise		\$206,883								\$206,883
RS 393	Thaxton Pointe		\$103,442								\$103,442
	2. Bridges		\$2,200,000	\$1,500,000	\$3,700,000		\$0	\$160,000	\$1,500,000	\$690,000	\$1,350,000
B 500	Butner Road over Camp Creek		\$1,600,000					\$160,000	\$1,440,000		
B 501	Enon Road over Camp Creek Tributary (Timber Bridge)		\$600,000						\$60,000	\$540,000	
B 502	Bethsaida over Morning Creek			\$1,500,000						\$150,000	\$1,350,000
OSI	3. Operations and Safety Improvements		\$32,158,400	\$9,824,400	\$41,982,800		\$1,964,200	\$6,461,120	\$10,627,560	\$6,702,560	\$16,227,360
OSI 600	Bethsaida Road @ Creel Road		\$1,353,600							\$135,360	\$1,218,240
OSI 601	Butner Road @ Camp Creek Parkway	Under Design AEI 2017 Contract	\$3,174,000				\$317,400	\$2,856,600			
OSI 602	Butner Road @ Union Road	Under Design AEI 2017 Contract	\$1,986,000				\$198,600	\$1,787,400			
OSI 604	Campbellton Road @ Stonewall Tell Road	Under Design AEI 2017 Contract	\$1,422,000					\$142,200	\$1,279,800		
OSI 605	Campbellton-Fairburn Road @ Jones Road	Under Design AEI 2017 Contract	\$1,464,000				\$146,400		\$1,317,600		
OSI 606	Cascade-Palmetto Highway @ West Stubbs Road	Completed by GTG under 2018 PO	\$1,554,000				\$155,400		\$1,398,600		
OSI 610	Feldwood Road @ Bench Mark Drive	Under Design AEI 2017 Contract	\$775,200					\$77,520	\$697,680		

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
OSI 611	upgrades from Frederick Dr. to MLK Jr. Dr inc. I-20 Interchange Ramps	Completed by FCID under 2018 PO	\$1,000,000				\$1,000,000				
OSI 613	Old Fairburn Road @ Union Road	Under Design AEI 2017 Contract	\$1,464,000				\$146,400	\$1,317,600			
OSI 614	Rivertown Road @ Cedar Grove Road	Under Design AEI 2017 Contract	\$1,310,000					\$131,000	\$1,179,000		
OSI 615	Stonewall Tell Road @ Union Road	Under Design AEI 2017 Contract	\$1,488,000					\$148,800	\$1,339,200		
OSI 607	Demooney Road @ West Stubbs Road		\$1,422,000						\$142,200	\$1,279,800	
OSI 608	Enon Road @ Stonewall Tell Road		\$1,674,000						\$167,400	\$1,506,600	
OSI 609	Feldwood Road @ Morning Creek Drive		\$952,800						\$95,280	\$857,520	
OSI 612	Fulton Industrial Boulevard @ Cascade Road		\$1,000,000						\$100,000	\$900,000	
OSI 603	Butner Road @ Pittman Road		\$1,412,000							\$141,200	\$1,270,800
OSI 616	Stonewall Tell Road @ Jones Road/Pittman Road		\$1,608,000						\$160,800	\$1,447,200	
OSI 617	Welcome All Road @ Jaillette Road		\$1,070,400							\$107,040	\$963,360
OSI 618	Welcome All Road @ Scarboro Road		\$1,556,400							\$155,640	\$1,400,760
OSI 619	West Stubbs Road @ Butner Road		\$1,722,000							\$172,200	\$1,549,800
OSI 620	Aldredge Road @Merk Road			\$984,000							\$984,000
OSI 621	Bethsaida Road @ Old National Hwy.			\$1,788,000							\$178,800
OSI 622	Butner Road @ Aldredge Road			\$1,434,000							\$143,400
OSI 623	Fulton Industrial Boulevard-Sidewalks corridor-wide			\$500,000							\$500,000
OSI 624	Washington Road @ Roosevelt Highway			\$2,449,200							\$2,449,200
OSI 625	Welcome All Road @ Will Lee Road			\$1,669,200							\$166,920
	Signal Upgrades		\$2,750,000	\$0	\$2,750,000		\$0	\$0	\$2,750,000	\$0	\$0
SU 700	Flat Shoals Rd at Old National Hwy		\$250,000						\$250,000		
SU 701	Flat Shoals Rd at Hemperly Rd		\$250,000						\$250,000		
SU 702	Flat Shoals Rd at Kimberly Mill Road		\$250,000						\$250,000		
SU 703	Flat Shoals Rd at Red Oak Rd		\$250,000						\$250,000		
SU 704	Flat Shoals Rd at Hidden Brook Dr		\$250,000						\$250,000		
SU 705	Flat Shoals Rd at Connel Rd		\$250,000						\$250,000		

**TSLPOST 2017-2021 PROJECTS
CITY OF SOUTH FULTON**

Project Number	DESCRIPTION	Status	TIER I (85%) Estimates	TIER II (15%) Estimates	TOTAL TIERS I & II Estimates		2017	2018	2019	2020	2021
SU 706	Flat Shoals Rd at Buffington Rd		\$250,000						\$250,000		
SU 707	Flat Shoals Rd at I -85 North		\$250,000						\$250,000		
SU 708	Flat Shoals Rd at I -85 South		\$250,000						\$250,000		
SU 709	Flat Shoals Rd at Feldwood Rd		\$250,000						\$250,000		
SU 710	Flat Shoals Rd at Mallory Rd		\$250,000						\$250,000		
	ATMS		\$0	\$1,000,000	\$1,000,000		\$0	\$0	\$0	\$0	\$1,000,000
ATMS 800	Flat Shoals Road			\$1,000,000							\$1,000,000
	4. Pedestrian Bike Improvements		\$4,250,000	\$0	\$4,250,000		\$2,000,000	\$2,250,000	\$0	\$0	\$0
PBI 900	Danforth Road (Rehoboth Circle to Cascade Road)	Under Design Ayers 2017	\$2,250,000					\$2,250,000			
PBI 901	Enon Road (Lynarbor Lane to Sanford J. Jones)	Under Design Ayers 2017	\$2,000,000				\$2,000,000				
FFA 1000	5. Fulton County Airport Improvements		\$1,189,500	\$0	\$1,189,500		\$0	\$189,500	\$0	\$1,000,000	\$0
FFA 1001	Charlie Brown Airport-Matching Funds		\$1,000,000							\$1,000,000	
FFA 1002	Aviation Circle Paving		\$189,500					\$189,500			
QRP	6. Quick Response Projects (2%)		\$1,648,045	\$290,832	\$1,938,877		\$323,146	\$323,146	\$323,146	\$323,146	\$646,293
PM/CM	7. PM/CM (5.5%)		\$4,417,275	\$779,519	\$5,196,794		\$589,689	\$715,284	\$814,638	\$1,288,497	\$1,788,686
	TOTAL TIERS I & II		\$80,314,099	\$14,173,076	\$94,487,175		\$13,426,999	\$18,415,998	\$18,729,999	\$18,951,476	\$24,962,703

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4
5

6 **RESOLUTION No. 2019-004**
7

8 **A RESOLUTION FOR THE ASSUMPTION AND CONTINUATION OF TSPLOST**
9 **AGREEMENTS WITHIN THE CITY OF SOUTH FULTON AND FOR OTHER LAWFUL**
10 **PURPOSES**

11 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;
13

14 **WHEREAS**, the duly elected governing authority of the City is the Mayor and City
15 Council ("City Council");
16

17 **WHEREAS**, Fulton County, Georgia (referred to herein as the "County") entered
18 into multiple agreements (referred to herein as TSPLOST Agreements") with contractors
19 for the provision of services within the City funded by a 2016 transportation special
20 purpose local option sales tax (referred to herein as "TSPLOST") referendum;

21 **WHEREAS**, the City, by incorporation, has jurisdiction over the formally
22 unincorporated areas of Fulton County subject to the TSPLOST Agreements;

23 **WHEREAS**, the City Council desires to ensure the continuity of TSPLOST
24 funded projects ("TSPLOST Projects") within the City;

25 **WHEREAS**, the County has agreed to timely transfer City designated TSPLOST
26 funding to the City through an intergovernmental agreement adopted by the County on
27 or about December 19, 2018;

28 **WHEREAS**, the City Council desires, through this Resolution, to authorize the
29 City Manager to execute and assume the TSPLOST Agreements to help ensure the
30 continuation of TSPLOST Projects within the City; and

31
32 **WHEREAS**, this Resolution is in the best interests of the health and general
33 welfare of the City, its residents and general public.
34

35 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL** as
36 follows:

37
38 **Section 1.** The City Manager is hereby authorized to enter into and execute
39 assumption agreements (referred to herein as "Assumption Agreements") with entities
40 contracting with the County for TSPLOST Projects funded through the 2016 TSPLOST
41 referendum. The Assumption Agreements shall be in similar form to the draft
42 agreement attached hereto as Exhibit A. Said Assumption Agreements may be
43 modified by the City Manager, in consultation with the City Attorney, but under no
44 exception shall the Assumption Agreements:

- 45
46 1. Entitle any entity to any amount of compensation, collectively from the City and
47 County, which exceeds the total TSPLOST Project contract amount set forth
48 within the TSPLOST Agreement between the contractor and County which is to
49 be assumed; and/or
50
51 2. Obligate the City for the payment of any funds, which when combined with
52 amounts paid by the County for the involved project, exceeds the total TSPLOST
53 Project contract amount set forth within the TSPLOST Agreement between the
54 contractor and County which is to be assumed.
55

56 In addition, all Assumption Agreements authorized under this Resolution shall be
57 contingent at all times upon the City's receipt of 2016 TSPLOST funds from County.
58 All parties under the Assumption Agreements shall stop work immediately upon the
59 City's request or upon notice that the City has not timely received TSPLOST funds from
60 the County for the payment of Services under the Assumption Agreements.
61

62
63 *****

64 **Section 2.** It is hereby declared to be the intention of the Mayor and Council that: (a)
65 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
66 were, upon their enactment, believed by the City Council to be fully valid, enforceable
67 and constitutional.

68 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
69 clause or phrase of this Resolution is severable from every other section, paragraph,
70 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause
71 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
72 sentence, clause or phrase of this Resolution.

73 (c) In the event that any phrase, clause, sentence, paragraph or section of this
74 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
75 otherwise unenforceable by the valid judgment or decree of any court of competent
76 jurisdiction, it is the express intent of the City Council that such invalidity,
77 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

Section 4. The effective date of this Resolution shall be the date of adoption unless provided otherwise by the City Charter or state and/or federal law.

Section 5. *Instruction to City Clerk.* Unless vetoed, the City Clerk is hereby directed to forward a copy of this Resolution to the City Public Works Director.

Exhibit A

**ASSUMPTION AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND
[INSERT] FOR THE PROVISION OF TSPLOST SERVICES WITHIN THE CITY OF
SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), [INSERT], a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about [INSERT] (referred to herein as “TSPLOST Agreement”, attached hereto as Exhibit A and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant and the County have extended the TSPLOST Agreement by renewals. The current renewal (referred to herein as “Current Renewal”) is set to expire on or about [INSERT], attached hereto as “Exhibit B” and incorporated herein by reference;

WHEREAS, Consultant has performed and received payment from the County for Services under the TSPLOST Agreement and subsequent renewals through the date of this Assumption;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

115 **WHEREAS**, the County has agreed to timely transfer City designated TSPLOST funding
116 to the City through an intergovernmental agreement adopted by the County on or about
117 December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and
118 attached hereto as “Exhibit C”); and

119 **WHEREAS**, the Parties desire to enter into this Assumption for the continuation of
120 Services to be performed by Consultant under the TSPLOST Agreement.

121 **NOW THEREFORE**, for and in consideration of the mutual promises herein, together
122 with other good and valuable consideration, the receipt and sufficiency of which are hereby
123 acknowledged, the Parties do hereby agree as follows:

124 **1. Scope.** This Assumption shall govern the administration of Consultant’s provision of
125 Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all
126 obligations and responsibilities to City which are owed by Consultant to the County under
127 the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST
128 Agreement with the exception that:

129 a. All references to Fulton County or the County in the TSPLOST Agreement shall be
130 interpreted to instead refer to the City and/or the corresponding City law, agent and/or
131 entity. For example, references to “Fulton County” shall refer to “South Fulton,”
132 “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall
133 refer to the “South Fulton Code” etc.

134
135 b. The final three paragraphs of ARTICLE I of the TSPLOST Agreement, beginning with
136 the words “The foregoing” and ending with the phrase “Item #18-0346” are hereby
137 deleted.

138
139 c. The language under ARTICLE 9, CONTRACT TERM, of the TSPLOST Agreement is
140 hereby deleted in its entirety, and replaced to read as follows:

141
142 “The initial term of this Agreement shall commence on February, 15 2019 or
143 the date which the Current Renewal expires, whichever occurs first (referred to
144 herein as the (“Commencement Date”) and shall end at 11:59 p.m. on the 31th
145 day of December, 2019. This Agreement shall automatically renew for two (2)
146 additional one year terms, unless terminated earlier as provide for herein.”

147
148 d. ARTICLE 10, COMPENSATION, of the TSPLOST Agreement is hereby revised to
149 include the additional language as follows:

150
151 “Consultant shall only be entitled to compensation from the City for work orders,
152 costs and services approved by the City after the initial term of this Agreement. The
153 total contract amount shall include compensation paid by the County and City.”

e. ARTICLE 11, PERSONNEL AND EQUIPMENT, of the TSPLOST Agreement is hereby revised to delete the following language in the first sentence of the second paragraph:

“none of whom shall be employees of or have any contractual relationship with County.”

f. The language under ARTICLE 34, NOTICES, of the TSPLOST Agreement is hereby is hereby deleted in its entirety, and replaced to read as follows:

“With the exception of the submission of invoices as set forth under ARTICLE 40, INVOICING AND PAYMENT, of this Agreement, all notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[INSERT]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[INSERT]

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.”

g. ARTICLE 40, INVOICING AND PAYMENT, of the TSPLOST Agreement is hereby revised to set forth the following Mail and Email address for the submission of invoices:

[INSERT]

2. Conflict. In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Agreement shall control.

200 3. **Effective Date.** This Assumption shall become effective upon its authorization by the
201 City Council, and execution and exchange thereafter by both Parties.

202
203 4. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016
204 TSPLOST funds from County. The parties acknowledge and agree that the funds used by
205 the City to compensate Consultant under this Agreement shall come from TSPLOST
206 funds received by the City from the County. Consultant shall stop work immediately
207 upon the City's request or upon notice that City has not timely received TSPLOST funds
208 from the County for the payment of Services under this Assumption. Title to any
209 supplies, materials, equipment, or other personal property shall remain in the Consultant
210 until fully paid for by the City.

211
212 5. This Assumption shall not be changed or modified except by agreement in writing
213 executed by all Parties hereto.

214
215 6. This Assumption shall be deemed to have been made and shall be construed and
216 interpreted in accordance with the laws of the State of Georgia.

217
218 7. **Severability.** It is agreed that the illegality or invalidity of any term or clause of this
219 Assumption shall not affect the validity of the remainder of the Assumption, and the
220 Assumption shall remain in full force and effect as if such illegal or invalid term or clause
221 were not contained herein.

222
223 8. The Parties to this Assumption shall comply with all applicable local, State, and
224 Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

225
226 9. **Non-waiver.** No consent or waiver, express or implied, by any party to this Assumption
227 to any breach of any covenant, condition or duty of another party shall be construed as a
228 consent to or waiver of any future breach of the same.

229
230 10. **Execution.** This Assumption shall be executed in several counterparts, each of which
231 shall be an original and all of which shall constitute but one and the same instrument.

232 **IN WITNESS WHEREOF,** Fulton Consultant and City of South Fulton, the Parties
233 hereunto have set their hands and affixed their seals on the day and year first above written.

234
235 [SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

283 The foregoing **RESOLUTION No. 2019-004**, adopted on _____ was
284 offered by Councilmember _____, who moved its approval. The motion was
285 seconded by Councilmember _____, and being put to a vote, the result
286 was as follows:

287

288

289

AYE

NAY

290 William "Bill" Edwards, Mayor

291 Mark Baker, Mayor Pro Tem

292 Catherine Foster Rowell

293 Carmalitha Lizandra Gumbs

294 Helen Zenobia Willis

295 Gertrude Naeema Gilyard

296 Rosie Jackson

297 khalid kamau

298

299

300

THIS RESOLUTION adopted this _____ day of _____ 2018. **CITY OF
SOUTH FULTON, GEORGIA.**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

EMILIA C. WALKER, CITY ATTORNEY



DIVIDER SHEET

**ASSUMPTION AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND C.W.
MATTHEWS CONTRACTING CO., INC. FOR THE PROVISION OF TSPLOST
SERVICES WITHIN THE CITY OF SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, 2019 by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), C. W. Matthews Contracting Co., Inc., a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about March 22, 2018 (referred to herein as “TSPLOST Agreement”, attached hereto as Exhibit A and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant has performed and received payment from the County for Services under the TSPLOST Agreement through the date of this Assumption;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit B”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Term.** The initial term of this Assumption shall commence on _____, _____ 2019 (referred to herein as the (“Commencement Date”)) and shall end at 11:59 p.m. on the 31st day of December, 2019. This Assumption shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein.”
- 2. Scope.** This Assumption shall govern the administration of Consultant’s provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:
 - a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to “Fulton County” shall refer to “South Fulton,” “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall refer to the “South Fulton Code” etc.
 - a. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
 - b. Section 00700-73, Time of Payment, of the TSPLOST Agreement is hereby revised to include the following Mailing and Email address which shall be used for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336
 - c. Section 00700-24 Notices, of the TSPLOST Agreement is hereby deleted in its entirety. Notices shall instead be sent as set forth below in this Assumption.
- 3. Notices.** With the exception of the submission of invoices as set forth under Section 00700-73 of the TSPLOST Agreement, all notices required or permitted by the TSPLOST Agreement and this Assumption shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party

or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where such party's notices are to be sent by sending the other party written notice stating the change.

4. **Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Assumption shall control.
5. **Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.
6. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
7. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.
8. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

9. Severability. It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

10. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

11. Non-waiver. No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

12. Execution. This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

**ASSUMPTION AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND GTG
TRAFFIC SIGNALS FOR THE PROVISION OF TSPLOST SERVICES WITHIN THE
CITY OF SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), GTG TRAFFIC SIGNALS, a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about January 17, 2018 (referred to herein as “TSPLOST Agreement”, attached hereto as Exhibit A and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant has performed and received payment from the County for Services under the TSPLOST Agreement through the date of this Assumption;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit B”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Term.** The initial term of this Assumption shall commence on _____, _____ 2019 (referred to herein as the (“Commencement Date”)) and shall end at 11:59 p.m. on the 31th day of December, 2019. This Assumption shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein.”
- 2. Scope.** This Assumption shall govern the administration of Consultant’s provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:
 - a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to “Fulton County” shall refer to “South Fulton,” “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall refer to the “South Fulton Code” etc.
 - b. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
 - c. Section 00700-73, Time of Payment, of the TSPLOST Agreement is hereby revised to include the following Mailing and Email address which shall be used for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

- 3. Notices.** With the exception of the submission of invoices as set forth under Section 00700-73 of the TSPLOST Agreement, all notices required or permitted by the TSPLOST Agreement and this Assumption shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where such party's notices are to be sent by sending the other party written notice stating the change.

4. **Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Assumption shall control.
5. **Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.
6. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
7. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.
8. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
9. **Severability.** It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the

Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

10. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

11. Non-waiver. No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

12. Execution. This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC
My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

**ASSUMPTION AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND
JACOBS ENGINEERING GROUP, INC. FOR THE PROVISION OF TSPLOST
SERVICES WITHIN THE CITY OF SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the _____ day of _____, 2019 by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), Jacobs Engineering Group, Inc.], a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about July 17, 2018 (referred to herein as “TSPLOST Agreement”, attached hereto as Exhibit A and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant has performed and received payment from the County for Services under the TSPLOST Agreement through the date of this Assumption;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit B”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope. This Assumption shall govern the administration of Consultant's provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:

- a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to "Fulton County" shall refer to "South Fulton," "County Manager" shall refer to "City Manager," and the "Fulton County Code" shall refer to the "South Fulton Code" etc.
- b. The final three paragraphs of ARTICLE I of the TSPLOST Agreement, beginning with the words "The foregoing" and ending with the phrase "Item #18-0346" are hereby deleted.
- c. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
- d. The language under ARTICLE 9, CONTRACT TERM, of the TSPLOST Agreement is hereby deleted in its entirety, and replaced to read as follows:

"The initial term of this Agreement shall commence on February, 15 2019 or the date which the Current Renewal expires, whichever occurs first (referred to herein as the ("Commencement Date")) and shall end at 11:59 p.m. on the 31th day of December, 2019. This Agreement shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein."

- e. ARTICLE 10, COMPENSATION, of the TSPLOST Agreement is hereby revised to include the additional language as follows:

"Consultant shall only be entitled to compensation from the City for work orders, costs and services approved by the City after the initial term of this Agreement. The total contract amount shall include compensation paid by the County and City."

- f. ARTICLE 11, PERSONNEL AND EQUIPMENT, of the TSPLOST Agreement is hereby revised to delete the following language in the first sentence of the second paragraph:

"none of whom shall be employees of or have any contractual relationship with County."

- g. The language under ARTICLE 34, NOTICES, of the TSPLOST Agreement is hereby is hereby deleted in its entirety, and replaced to read as follows:

“With the exception of the submission of invoices as set forth under ARTICLE 40, INVOICING AND PAYMENT, of this Agreement, all notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.”

- h. ARTICLE 40, INVOICING AND PAYMENT, of the TSPLOST Agreement is hereby revised to set forth the following Mail and Email address for the submission of invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

- 2. Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Agreement shall control.
- 3. Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no

circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.

4. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
5. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.
6. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
7. **Severability.** It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
8. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.
9. **Non-waiver.** No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
10. **Execution.** This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

**ASSUMPTION AGREEMENT (STANDBY) BETWEEN THE CITY OF SOUTH
FULTON AND AMERICAN ENGINEERS INC. AND CIVIL SERVICES INC. A JOINT
VENTURE FOR THE PROVISION OF TSPLOST SERVICES WITHIN THE CITY OF
SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), American Engineers Inc. and Civil Services Inc. a Joint Venture, a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about February 17, 2016 (referred to herein as “TSPLOST Agreement”, attached hereto as “Exhibit A” and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant and the County have extended the TSPLOST Agreement by renewal. The current renewal (referred to herein as “Current Renewal”) is set to expire on or about February 14, 2019, attached hereto as “Exhibit B” and incorporated herein by reference;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about

December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit C”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Term.** The initial term of this Assumption shall commence on _____, _____ 2019 (referred to herein as the (“Commencement Date”)) and shall end at 11:59 p.m. on the 31th day of December, 2019. This Assumption shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein.”
2. **Scope.** This Assumption shall govern the administration of Consultant’s provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:
 - a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to “Fulton County” shall refer to “South Fulton,” “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall refer to the “South Fulton Code” etc.
 - b. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
 - c. The following Mailing and Email address shall be used under the TSPLOST Agreement for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

3. **Notices.** With the exception of the submission of invoices as set forth above, all notices required or permitted by the TSPLOST Agreement and this Assumption shall be in writing

and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where such party's notices are to be sent by sending the other party written notice stating the change.

4. **Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Assumption shall control.
5. **Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.
6. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
7. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.

8. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
9. **Severability.** It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
10. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.
11. **Non-waiver.** No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
12. **Execution.** This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[Consultant/County Current Renewal to be attached)

Exhibit C

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

**ASSUMPTION AGREEMENT (STANDBY) BETWEEN THE CITY OF SOUTH
FULTON AND JACOBS ENGINEERING GROUP, INC. FOR THE PROVISION OF
TSPLOST SERVICES WITHIN THE CITY OF SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), Jacobs Engineering Group, Inc., a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about February 17, 2016 (referred to herein as “TSPLOST Agreement”, attached hereto as “Exhibit A” and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant and the County have extended the TSPLOST Agreement by renewal. The current renewal (referred to herein as “Current Renewal”) is set to expire on or about February 14, 2019, attached hereto as “Exhibit B” and incorporated herein by reference;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit C”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Term.** The initial term of this Assumption shall commence on _____, _____ 2019 (referred to herein as the (“Commencement Date”)) and shall end at 11:59 p.m. on the 31th day of December, 2019. This Assumption shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein.”
- 2. Scope.** This Assumption shall govern the administration of Consultant’s provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:
 - a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to “Fulton County” shall refer to “South Fulton,” “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall refer to the “South Fulton Code” etc.
 - b. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
 - c. The following Mailing and Email address shall be used under the TSPLOST Agreement for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

- 3. Notices.** With the exception of the submission of invoices as set forth above, all notices required or permitted by the TSPLOST Agreement and this Assumption shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been

given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where such party's notices are to be sent by sending the other party written notice stating the change.

4. **Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Assumption shall control.
5. **Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.
6. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
7. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.
8. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

9. Severability. It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

10. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.

11. Non-waiver. No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

12. Execution. This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[Consultant/County Current Renewal to be attached)

Exhibit C

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

**ASSUMPTION AGREEMENT (STANDBY) BETWEEN THE CITY OF SOUTH
FULTON AND WILLIAM-RUSSELL & JOHNSON, INC., AND MORELAND
ALTOBELL ASSOCIATES, INC., A JOINT VENTURE FOR THE PROVISION OF
TSPLOST SERVICES WITHIN THE CITY OF SOUTH FULTON**

THIS ASSUMPTION AGREEMENT (referred to herein as “Assumption”) is made and entered into, effective as of the ____ day of _____, _____ by and between the City of South Fulton, a municipal corporation of the State of Georgia (referred to herein as the “City”), William-Russell & Johnson, Inc., and Moreland Altobell Associates, Inc., a joint venture, a Georgia corporation (referred to herein as the “Consultant”) (the parties collectively referred to herein as the “Parties”) as follows:

WITNESSETH

WHEREAS, the Consultant entered into an agreement with Fulton County, Georgia (referred to herein as the “County”) on or about February 17, 2016 (referred to herein as “TSPLOST Agreement”, attached hereto as “Exhibit A” and incorporated herein by reference) for the provision of services within the City (referred to herein as “Services”) funded by a 2016 transportation special purpose local option sales tax (referred to herein as “TSPLOST”) referendum;

WHEREAS, Consultant and the County have extended the TSPLOST Agreement by renewal. The current renewal (referred to herein as “Current Renewal”) is set to expire on or about February 14, 2019, attached hereto as “Exhibit B” and incorporated herein by reference;

WHEREAS, the City, through its incorporation, has jurisdiction over the formally unincorporated areas of Fulton County subject to the TSPLOST Agreement;

WHEREAS, the City and County desire to ensure the continuity of TSPLOST funded projects within the City;

WHEREAS, the County has agreed to timely transfer City designated TSPLOST funding to the City through an intergovernmental agreement adopted by the County on or about

December 19, 2018 (referred to herein as TSPLOST MOU, incorporated herein by reference and attached hereto as “Exhibit C”); and

WHEREAS, the Parties desire to enter into this Assumption for the continuation of Services to be performed by Consultant under the TSPLOST Agreement.

NOW THEREFORE, for and in consideration of the mutual promises herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. Term.** The initial term of this Assumption shall commence on _____, _____ 2019 (referred to herein as the (“Commencement Date”)) and shall end at 11:59 p.m. on the 31th day of December, 2019. This Assumption shall automatically renew for two (2) additional one year terms, unless terminated earlier as provide for herein.”
- 2. Scope.** This Assumption shall govern the administration of Consultant’s provision of Services within the City as set forth the TSPLOST Agreement. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement. The Parties shall be subject to all provisions of the TSPLOST Agreement with the exception that:
 - a. All references to Fulton County or the County in the TSPLOST Agreement shall be interpreted to instead refer to the City and/or the corresponding City law, agent and/or entity. For example, references to “Fulton County” shall refer to “South Fulton,” “County Manager” shall refer to “City Manager,” and the “Fulton County Code” shall refer to the “South Fulton Code” etc.
 - b. Consultant shall only perform work and/or services under the TSPLOST Agreement and this Assumption as ordered by the City.
 - c. The following Mailing and Email address shall be used under the TSPLOST Agreement for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

- 3. Notices.** With the exception of the submission of invoices as set forth above, all notices required or permitted by the TSPLOST Agreement and this Assumption shall be in writing

and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City:

Odie Donald, City Manager
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

If to Contractor:

[County Info to be inserted]

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

With a copy to:

[County Info to be inserted]

Any party may at any time change the address where such party's notices are to be sent by sending the other party written notice stating the change.

4. **Conflict.** In the event of a conflict between this Assumption and the TSPLOST Agreement, the terms of this Assumption shall control.
5. **Effective Date.** This Assumption shall become effective upon its authorization by the City Council, and execution and exchange thereafter by both Parties. Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the County, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective date of this Assumption.
6. **Contingency.** This Assumption is contingent at all times upon the City's receipt of 2016 TSPLOST funds from County. The parties acknowledge and agree that the funds used by the City to compensate Consultant under this Agreement shall come from TSPLOST funds received by the City from the County. Consultant shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County for the payment of Services under this Assumption. Title to any supplies, materials, equipment, or other personal property shall remain in the Consultant until fully paid for by the City.
7. This Assumption shall not be changed or modified except by agreement in writing executed by all Parties hereto.

8. This Assumption shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
9. **Severability.** It is agreed that the illegality or invalidity of any term or clause of this Assumption shall not affect the validity of the remainder of the Assumption, and the Assumption shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
10. The Parties to this Assumption shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.
11. **Non-waiver.** No consent or waiver, express or implied, by any party to this Assumption to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
12. **Execution.** This Assumption shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton Consultant and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BY CONSULTANT:

By:

Date

Title:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

BY CITY OF SOUTH FULTON:

Odie Donald, City Manager

Approved as to form by:

Emilia C. Walker, City Attorney

Exhibit A

[Consultant/County TSPLOST Agreement to be attached)

Exhibit B

[Consultant/County Current Renewal to be attached)

Exhibit C

[City/County TSPLOST MOU to be attached)



DIVIDER SHEET

Exhibit C-1

S&P Design Construction, Inc.

5030 FELHURST WAY. PEACHTREE CORNERS, GA 30092

PHONE-678-852-7153, SPDESIGNCONSTRUCTION23@GMAIL.COM

CONSTRUCTION PROPOSAL

Date : 12 / 28 / 2018

To: TMGI Real Estate Services

Attn. : Claude Letourneau, Jay Ko

Property Address: 7490 Old National Hwy. #1300, Riverdale, GA 30296

Re. : Tri-County Station – remodeling (35,000 s.f.)

DESCRIPTION OF WORK	QUANTITY	UNIT	COST	LINE TOTAL
A. <u>General Cost</u>				<u>\$36,000.00.</u>
1. Drawing & Permit			\$25,000	
2. Construction Insurance			\$6,000	
(General Liability - \$2,000,000 Workers Compensation - \$500,000)				
3. Cost of maintenance			\$5,000	
B. <u>Sub-contractor</u>				<u>\$278,000.00.</u>
1. Demolition			\$39,000	
2. Electrical work			\$62,000	
3. Plumbing			\$35,000	
4. HVAC			\$46,000	
(A/C duct and control box – Checkup & demo.)				
5. Fire Sprinkler system			\$49,000	
6. (Entrance) Aluminum door & glass window			\$33,000	
7. (Entrance) Steel H-beam & post			\$14,000	
8. Floor – does not included this estimate				
9. Landscaping - does not included this estimate				
C. <u>General cost for control subcontractor</u>				<u>\$8,000.00.</u>

D. Carpentry work (refer to drawing) \$170,000.00.

1. Demising wall
2. Partition wall (10 ft. height)
3. Door & emergency exit
4. Ceiling – 2x4 acoustic ceiling tile
5. Insulation – ceiling and fire wall
6. Repair existing emergency door & interior wood door
7. Clean up

E. Misc. \$24,000.00.

- | | |
|---|----------|
| 1. Ready to paint (interior) | \$11,000 |
| 2. Roll-off-dumpster | \$4,000 |
| 3. Overhead | \$6,000 |
| 4. Clean up (Grand clean up- inside, outside) | \$3,000 |

TOTAL AMOUNT **\$516,000.00**

QUALIFICATIONS

1. Building permit and plan review fees by owner
2. The Contractor shall substantially complete, the Work, no later than (90) business days from the date of commencement, subject to adjustment.
3. The construction period can be extended due to natural disasters.
4. Do not make any additional quotes other than those listed above.
5. If there is an additional construction order of the inspector, the contractor shall consult with the owner at the minimum amount and make an additional estimate.
6. The estimates above are quoted for Inside only. Outside is not included.
7. The repair period shall be one year from the completion date.

Payment schedule

- | | |
|--|------|
| 1. Commencement of Work | 15 % |
| 2. Completion of Wall Cover Inspection | 30 % |
| 3. Completion of Ceiling Cover Inspection | 30 % |
| 4. Completion of Final Building Inspection | 25 % |

This Agreement entered into as of the day and year first written above.



Contractor

Owner

Ji Young Park

(Printed name, title, address)

(Printed name, title, address)

president

STATE OF GEORGIA
COUNTY OF GWINNETT

Before me, the undersigned Notary Public in and for said county and state, personally appeared Contractor and Owner, this ____ th day of _____ 20 ____ . They then signed this Addendum as their free and voluntary act and deed.

Notary Public



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING



SUBJECT: Res2019-005 Lease for Police Purposes

DATE OF MEETING: 2/1/2019

DEPARTMENT: Attorney

ATTACHMENTS:

Description	Type	Upload Date
Res2019-005 Lease for Police Purposes	Cover Memo	1/31/2019

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4
5

6 RESOLUTION No. 2019-005
7

8 A RESOLUTION ENHANCING PUBLIC SAFETY WITHIN THE CITY OF SOUTH
9 FULTON, AUTHORIZING THE EXECUTION OF A LEASE FOR POLICE PURPOSES
10 AND FOR OTHER LAWFUL PURPOSES

11 WHEREAS, the City of South Fulton ("City") is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;
13

14 WHEREAS, the duly elected governing authority of the City is the Mayor and City
15 Council ("City Council");
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17 WHEREAS, the City Council finds the establishment of suitable police facilities to
18 be of heightened importance to the City;
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20 WHEREAS, the City Council desires through this Resolution to authorize the City
21 Manager to execute a lease agreement for purposes of securing an additional facility for
22 the expansion and provision of City police services; and
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24 WHEREAS, this Resolution is in the best interests of the health and general
25 welfare of the City, its residents and general public.
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27 NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL as
28 follows:
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30 Section 1. The City Manager is hereby authorized to negotiate and execute an
31 agreement for the City to lease approximately 32,000 square feet of property located at
32 7490 Old National Hwy., Atlanta, GA 30296, for police purposes, within the current
33 budget and up to the maximum monthly rental amount of Twenty-Four Thousand
34 Dollars (\$24,000.00).
35

36 *****

37 Section 2. It is hereby declared to be the intention of the Mayor and Council that: (a)
38 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
39 were, upon their enactment, believed by the City Council to be fully valid, enforceable
40 and constitutional.

41 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,
42 clause or phrase of this Resolution is severable from every other section, paragraph,
43 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause

44 or phrase of this Resolution is mutually dependent upon any other section, paragraph,
45 sentence, clause or phrase of this Resolution.

46 (c) In the event that any phrase, clause, sentence, paragraph or section of this
47 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
48 otherwise unenforceable by the valid judgment or decree of any court of competent
49 jurisdiction, it is the express intent of the City Council that such invalidity,
50 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
51 render invalid, unconstitutional or otherwise unenforceable any of the remaining
52 phrases, clauses, sentences, paragraphs or sections of the Resolution.

53 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
54 expressly repealed.

55 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
56 provided otherwise by the City Charter or state and/or federal law.
57
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59 The foregoing **RESOLUTION No. 2019-005**, adopted on _____ was
60 offered by Councilmember _____, who moved its approval. The motion was
61 seconded by Councilmember _____, and being put to a vote, the result
62 was as follows:

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	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Mark Baker, Mayor Pro Tem	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____

78 THIS **RESOLUTION** adopted this _____ day of _____**2018. CITY OF**
79 **SOUTH FULTON, GEORGIA.**
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85 _____
86 WILLIAM "BILL" EDWARDS, MAYOR
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91 ATTEST:
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94 _____
95 MARK MASSEY, CITY CLERK
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101
102 APPROVED AS TO FORM:
103
104

105 _____
106 EMILIA C. WALKER, CITY ATTORNEY
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**TRI-COUNTY STATION
RETAIL LEASE AGREEMENT**

This RETAIL LEASE AGREEMENT (this "Lease") is made and entered into this ____ day of _____, 2019 (the "Effective Date"), by and between JONES BRIDGE ROAD ASSOCIATES, LLC, a Georgia limited liability company (herein "Landlord") and the CITY OF SOUTH FULTON, a municipal corporation formed under the laws of the State of Georgia (herein "City").

**- ARTICLE I -
DEFINITIONS**

The following terms, as defined below, are used generally in this Lease:

"Additional Rent" means the portion of Rent comprised of the CAM & Tax Charge to be paid by City to Landlord in the amounts, at the times and in the manner provided in Article III of this Lease.

"Common Area" or "Common Areas" means all areas, whether improved or unimproved, within the exterior boundaries of the Center, which are now or hereafter made available for the nonexclusive use, convenience and benefit of Landlord and City and other tenants of the Center, their employees, agents, customers, invitees and licensees, including, without limiting the generality of the foregoing, walkways, driveways, curbs, gutters, sidewalks, corridors, loading zones, service areas, signs, courts, paving, lighting and landscaped and planted areas. The meaning of "Common Area" or "Common Areas" may be expanded, contracted or otherwise altered in accordance with the provisions of Section 8.17.

"Common Area Expenses" means all expenses incurred by Landlord in connection with the Common Areas, including, without limitation, all sums expended in connection with operation, landscaping, maintenance, replacement, redecoration and repair of the Common Areas; all property owners' association charges or assessments of any nature; the Center's pro rata share of other charges or assessments for the common benefit of the Center and other properties, for which the Center is obligated and which are not covered by Subsection 3.4(a) hereof; any and all sanitary sewer and waste disposal charges against the Center; costs of all repairs, alterations, additions, changes, replacements and other items with respect to the Common Areas required by any law or governmental regulation imposed after the date of this Lease, regardless of whether such costs, when incurred, are classified as capital expenditures; amortization, with interest, capital expenditures for capital improvements made by Landlord after completion of the Center where such capital improvements are for the purpose of, or result in, reducing Common Area Expenses or of complying with Jurisdictional Authorities; the cost of all insurance applicable to the Center, including, but not limited to, commercial general liability insurance, "all risk" or "special" coverage insurance, workmen's compensation insurance and fidelity bonds; the cost of all wages, salaries, Social Security taxes, unemployment insurance taxes, costs for providing disability benefits, costs of any pension, hospitalization, welfare or retirement plans, or any other similar or like expense incurred under the provisions of any collective bargaining agreement, costs of uniforms, and all other costs and expenses that Landlord pays to or on behalf of employees or independent contractors engaged in the operation, maintenance, repair and security of the Common Areas; security service costs and expenses; management and administrative fees and expenses not to exceed 15% of total Common Area Expenses; the cost of all utilities with respect to the Common Areas; expenses incurred in the purchase or acquisition of material and supplies in connection with all of the foregoing expenses; and such other expenses paid by Landlord, from time to time, in connection with the operation and maintenance of the Common Areas of the Center as would be expected to be paid by a reasonable and prudent operator and manager of a shopping center and site comparable to the Center. In addition, Common Area Expenses shall include costs of accounting, bookkeeping, payment of the expenses with respect to the Common Areas and collection of tenant payments with respect thereto, legal fees and expenses relating to the Common Areas, and all such fees and expenses that relate to seeking or obtaining reductions in and/or refunds of real estate taxes with respect to the Center. Landlord may cause any or all services with respect to the Common Areas to be provided by an independent contractor or contractors and the costs thereof shall be included in Common Area Expenses. Should Landlord expand the Common Areas from time to time, then the expenses in connection with said Common Areas shall also include all of the expenses incurred and paid in connection with said expanded Common Area facilities.

"CPI" means the index now known as the "United States Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers, U.S. Cities Average, All items (1984=100) Unadjusted." In the event the CPI shall hereafter be converted to a different standard reference base or otherwise revised, determinations based upon the CPI shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics, or, failing such publication, with the use of such conversion factor, formula, or table as may be published by Prentice Hall, Inc., or, failing such publication, by any other nationally recognized publisher of similar statistical information. In the event the publication of the CPI is hereafter discontinued, Landlord shall designate a comparable index to be used in lieu thereof for the purposes hereof.

“Default Rate” means a rate per annum equal to the lesser of (i) the Prime Rate plus one (1) percentage points or (ii) the highest rate of interest permitted by state law.

“Effective Date” This Agreement shall become effective upon the occurrence of both: 1) the Agreement being approved by the City of South Fulton City Council and fully executed by City and 2) Landlord submitting an original copy of this Agreement, duly executed as provided for herein to the City Manager.

“Gross Sales” means the total amount in dollars of the actual sales price or charge, whether for cash or on credit, or partly for cash and partly on credit, of all sales of goods and services and all other receipts of the business conducted in or from the Premises, including, but not limited to, all sales to employees of City, receipts or sales through any vending machine or other coin-operated device (except sales from machines not located in the sales area, provided the machines are maintained solely for use by City's employees) and sales by any sublessee, concessionaire, licensee or any other person or persons permitted by Landlord to use the Premises. Gross Sales shall not, however, include any sums collected and paid out for any sales or rental excise tax imposed by any Jurisdictional Authorities. There shall be no deduction from Gross Sales for uncollected or uncollectible credit accounts or for returned merchandise.

“Hazardous Substances” shall mean and include those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the “EPA”) or the list of toxic pollutants designated by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree 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.

“Initial Improvements” means the work to be performed by City in accordance with Section B of the Work Schedule (Exhibit C, Section A, Article IV), including, installation of fixtures, facilities and equipment and performance of tenant finish work.

“Jurisdictional Authorities” means the United States of America, the State of Georgia, the County of Fulton, the City of South Fulton, any agencies or departments thereof or any other applicable governmental authorities or any one (1) of them, and any and all laws, codes, orders, directives, rules, and regulations of any of the foregoing.

“Landlord” is defined in the first paragraph of this Lease.

“Landlord's Mortgage” means any or all assessment liens, mortgages, deeds to secure debt, deeds of trust or other instruments in the nature thereof, and all modifications, renewals, consolidations, extensions or replacements thereof, which may now or hereafter affect or encumber Landlord's title to the Center or any portion thereof, including, without limitation, the Premises.

“Lease Term” means that period of time beginning on the Effective Date and ending on the Expiration Date.

“Lease Year” means a period of twelve (12) full consecutive calendar months, , with the first Lease Year commencing with the first day of the first calendar month beginning on or after the Rent Commencement Date and each subsequent Lease Year commencing on each anniversary of the Rent Commencement Date of the first Lease Year, and with the last Lease Year expiring on the Expiration Date. The period, if any, from the Rent Commencement Date to the beginning of the first Lease Year shall be treated the same as the first Lease Year under this Lease for all purposes, except that all annual amounts due under this Lease for such period shall be prorated based on the actual number of days in such period, as if such period were a separate Lease Year.

“Tri-County Station”, the “Shopping Center” or the “Center” means that certain real property more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein together with all improvements now located or hereafter erected thereon, less any deletions pursuant to this Lease, plus such additions as Landlord may from time to time designate as comprising part of the Shopping Center. The site plan attached hereto as Exhibit “B” and by this reference incorporated herein is a schematic plan only intended to show the general layout of the Shopping Center. Landlord reserves the right to alter, vary, add to or omit in whole or in part the structures, common areas, and/or land areas shown on this plan. This plan is subject to change and modification by governmental authorities having jurisdiction. All measurements and distances are approximate. Landlord does not covenant or represent that any occupant indicated hereon is or will remain a tenant in either the space marked or in any other space in the Shopping Center and nothing set forth in this plan is a representation, agreement or easement right except as specifically set forth in the Lease.

“Minimum Rent” means the portion of Rent calculated and payable pursuant to Section 3.1, as adjusted from time to time pursuant to Section 3.1.

“Parking Lots” means all parking areas and parking facilities now constructed or to be constructed within the Center, as said lots and facilities may be expanded or otherwise altered from time to time.

“Percentage Increase” means, when computed for any particular date and period, a figure, stated as a percentage, derived by first subtracting from the CPI most recently published prior to the calendar month in which such date falls the CPI most recently published prior to the calendar month in which the date from which the Percentage Increase is being determined falls, and then dividing the resulting figure by the latter CPI.

“Percentage Rent” Intentionally deleted.

“Premises” means that space outlined on the drawing attached hereto as **Exhibit “A”** containing approximately **32,000 square feet** (the “Floor Area”) and being shown on the site plan attached hereto as **Exhibit “B”** (the “Site Plan”) and by this reference incorporated herein and being known as **Suite No. 1300**. The Premises is located within Tri-County Station, 7490 Old National Hwy., Atlanta, GA 30296 and extends to the center line of partition walls that separate the Premises from adjoining rentable areas, to the center line of other enclosing walls, to the exterior face of the glass storefront and from the top surface of floor slabs to the bottom surface of the roof, but excluding enclosed pipes, utilities and chases servicing exclusively or in common other parts or tenants of the Center, and provided that City shall be obligated to maintain the integrity of all fire-rated walls and partitions included in whole or in part in the Premises.

“Prime Rate” shall mean the prime rate or its equivalent announced and in effect from time to time by the Atlanta office of Bank of America, N.A. or its successor. If the Atlanta office of Bank of America, N.A. ceases to publish its “prime rate” of interest, or if such rate is otherwise unascertainable, then the “Prime Rate” shall be the rate of interest then published in the Wall Street Journal as its prime rate of interest. In the event that the Wall Street Journal shall abandon or abolish the practice of publishing its prime rate, or should the same become unascertainable, Landlord shall designate a comparable reference rate which shall then be deemed to be the Prime Rate under this Lease. An increase or decrease in the Prime Rate shall result in a corresponding increase or decrease in the rate of interest being charged hereunder and shall take effect on the day the increase or decrease in the Prime Rate is made effective.

“Prisoners” shall have the meaning provided in Section 4.6 (aa) hereof.

“Pro Rata Share” shall be determined by multiplying the Common Area Expenses by a fraction, the numerator of which shall be the number of rentable square feet of Floor Area in the Leased Premises, and the denominator of which shall be the “Gross Leasable Area” in the Center.

“Rent” means, collectively, Minimum Rent, Additional Rent, and any amounts payable to Landlord under Section 4.3 or otherwise hereunder.

“Rent Commencement Date” means the date on which City's obligation to pay Rent begins as determined in accordance with the provisions of Section 2.3 and as memorialized by Landlord and City in the Rent Commencement Date Agreement.

“Rent Commencement Date Agreement” means the agreement to be executed by Landlord and City to memorialize the Rent Commencement Date. The Rent Commencement Date Agreement shall be in the form attached as **Exhibit “D”** with the blanks appearing thereon completed in accordance with the provisions hereof.

“Rules and Regulations” means the agreements of City concerning the operation of the Premises, the Center and the balance of the Center contained in the attached **Exhibit “E”**, as same may be modified or replaced from time to time by Landlord in its sole, but reasonable, discretion. City expressly acknowledges that, without limiting the generality of the foregoing, Landlord shall have the right to establish, and from time to time change, alter and amend, and to enforce against City and the other users of the Common Areas, such reasonable rules and regulations therefor as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the Center generally and the Common Areas in particular. Rules and regulations so established may include the hours during which the Common Areas shall be open for use.

“Structural Portion” shall be defined herein as consisting of the roof, foundation and member walls supporting the roof but excluding all interior partition walls and interior side of building perimeter walls enclosing the Leased Premises, all doors, moldings, trim, window frames, door frames, closure devices, City improvements, hardware and plate and window glass.

“Substantially Complete” means the completion of Landlord's Work with the exception of minor “punch list” items.

“City” is defined in the first paragraph of this Lease.

“Work Schedule” means Exhibit “C” hereto, which Work Schedule governs the design, preparation and construction of the Initial Improvements and preparation of the Premises for City's use, and the allocation of costs of all such work between Landlord and City.

- ARTICLE II -
GRANT AND TERM

2.1 PREMISES: Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained to be paid, kept and performed by City, has leased and rented, and by these presents leases and rents the Premises to City, and City hereby leases the Premises upon all the terms and conditions hereof. No easement for light or air is included in the Premises or given by this Lease, and the Premises shall be used during the Lease Term only for the purpose set forth in Section 4.5 hereof and for no other purposes. Subject only to Landlord's Work, City takes and accepts the Premises from Landlord upon the terms and conditions herein contained and in their present “AS IS, WHERE IS AND WITH ALL FAULTS” condition, without any representations or warranties whatsoever. LANDLORD HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. City hereby acknowledges and confirms that such condition of the Premises shall, after completion of the Landlord's Work (as defined in the Work Schedule) and the Initial Improvements, the Premises will be suited for the use intended by City, except as may be otherwise expressly provided in this Lease, to have and to hold the same for the Lease Term, unless this Lease terminates earlier.

2.2 TERM: The Initial Lease Term shall commence on the Effective Date, but prior to the Rent Commencement Date, no Rent shall be due or payable hereunder. The initial Lease Term shall expire on the Expiration Date, which shall be December 31, 2019. The Lease shall automatically renew for four one year renewal Terms until such time as the Lease is terminated by either Party. Either Party may terminate this lease, with or without cause, upon sixty (60) days advanced written notice to the other Party (the “**Termination Notice**”). Rent due for the month terminated shall be prorated based upon the remaining days in the month.

2.3 RENT COMMENCEMENT DATE: The “Rent Commencement Date” shall be the earlier to occur of (i) the date when the City shall open the Premises to the public for business, or (ii) **ninety (90) days** following the date (x) Landlord's Work as provided in Exhibit “C” is Substantially Complete and (y) possession of the Premises is tendered to City by Landlord (the “Turnover Date”).

- ARTICLE III -

RENT

3.1 MINIMUM RENT: City covenants and agrees to pay Landlord, as Minimum Rent the following amounts for the following periods:

Effective Date: _____, 2019
Commencement Date: _____, 2019

Year		Price PSF	Annually	Monthly
1	_____ to _____	\$6.50	\$208,000.00	\$17,333.33
2	_____ to _____	\$6.70	\$214,400.00	\$17,866.66
3	_____ to _____	\$6.90	\$220,800.00	\$18,400.00
4	_____ to _____	\$7.11	\$227,520.00	\$18,960.00
5	_____ to _____	\$7.32	\$234,240.00	\$19,520.00
6	_____ to _____	\$7.54	\$241,280.00	\$20,106.66
7	_____ to _____	\$7.77	\$248,640.00	\$20,720.00
8	_____ to _____	\$8.00	\$256,000.00	\$21,333.33
9	_____ to _____	\$8.24	\$263,680.00	\$21,973.33
10	_____ to _____	\$8.49	\$271,680.00	\$22,640.00

- Three Percent (3%) annual increase applied.
- The first three (3) months of the Minimum Rent is abated from _____ 2019 to _____ 2019 for the City's performance of the City's Work. The Minimum Rent payments will begin on _____, 2019 and continue as per rate schedule above.
- All Rent is due by the first day of each and every month whether or not an invoice is received or Landlord notifies tenant a payment is due.

3.2 PERCENTAGE RENT: Intentionally Omitted.

3.3 TENANT RECORDS AND ANNUAL GROSS SALES REPORT: Intentionally Omitted.

3.4 GENERAL PROVISIONS REGARDING RENT:

(b) City's payment of Additional Rent and any other costs incurred by Landlord which are to be reimbursed by City hereunder shall not be deemed payments of rental as that term is construed in relation to governmental wage and price control or analogous governmental actions affecting the amount of rental which Landlord may charge City.

(d) Minimum Rent, Additional Rent and other sums due hereunder shall be paid in legal tender to Landlord at the address therefor set forth in Section 8.1 or at such other address as Landlord by notice may direct to City from time to time.

3.7 SECURITY DEPOSIT: City shall deliver a security deposit in the amount of _____ to Landlord simultaneously with the execution of this Lease. The Security Deposit shall be security for the full and faithful performance and observance by City of the covenants, terms and conditions of this Lease on the part of City to be kept and performed, including the payment of Rent. No interest shall be payable on the Security Deposit, and it is agreed and acknowledged by City that the Security Deposit is not an advance payment of rent or a measure of Landlord's damages in the case of default by City. Upon the occurrence of an event of default under this Lease, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of Rent or any other sum as to which City is in default or for the payment of any other injury, expense or liability resulting from any event of default. Following any such application of the Security Deposit, City shall pay to Landlord on demand an amount necessary to restore the Security Deposit to its original amount. If City shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to City within thirty (30) days after the Expiration Date and after delivery of possession of the Premises to Landlord in accordance with the terms hereof. The Security Deposit shall not be assigned or encumbered by City, without Landlord's written consent.

- ARTICLE IV -

RIGHTS AND DUTIES OF THE PARTIES DURING THE LEASE TERM

4.1 PREPARATION OF THE PREMISES:

(a) City agrees to accept the Premises in its "AS IS" condition without any warranties or representations whatsoever, and Landlord shall have no obligation to perform any work with respect to the Premises or to provide any allowances with respect thereto, except as otherwise hereinafter expressly provided in the Work Schedule.

(b) City hereby accepts delivery of the Premises on the Effective Date and enters upon the Premises for purposes of installing the Initial Improvements in accordance with the Work Schedule. City shall use reasonable efforts to complete the Initial Improvements prior to the Rent Commencement Date. Both the general contractor and mechanical and electrical subcontractors installing the Initial Improvements and the quality of the construction and installation of the Initial Improvements shall be subject to the review and written approval of Landlord; provided, however, that such review shall not be unreasonably withheld and shall not imply in any way that Landlord has assumed any responsibility whatsoever for the safety or suitability of such Initial Improvements.

(c) Any occupancy by City prior to the Rent Commencement Date, even if rent free, shall in all other respects be pursuant to the terms and provisions of this Lease.

4.2 ALTERATIONS TO THE PREMISES: After completion of the Initial Improvements in accordance with Section 4.1, City may, from time to time during the Lease Term, at its own expense and after giving Landlord notice in writing of its intention to do so, make alterations and improvements in and to the interior of the Premises (except those of a structural, mechanical, electrical or plumbing nature) as City deems reasonably necessary or convenient for its purposes, provided that the contractor making such alterations or improvements has been approved in writing by Landlord, and provided further that the value of neither the Premises nor the Center is thereby diminished, and provided further that no such alterations and improvements may be made by City without having first obtained Landlord's prior written approval of such alterations or improvements (not to be unreasonably withheld) if (i) such alterations or improvements will cost Ten Thousand Dollars (\$10,000.00) or more in the aggregate, (ii) such alterations or any part thereof are to be made to any store-front or the exterior walls or roof of the Premises or are otherwise visible at any time from any location outside the Premises, (iii) City intends by such alterations or improvements to erect any mezzanine or increase the size of any mezzanine previously constructed within the Premises, (iv) City would, in connection with such alterations or improvements, make or cause to be made any penetration through the ceiling or roof of the Premises or (v) such approval would have been required under the Work Schedule had such alterations or improvements been a part of the Initial Improvements. City shall perform the work of any such alterations or improvements in accordance with the provisions of Section 4.1 and the Work Schedule, and in such a manner as not to obstruct the access to the Premises of any other tenant in the Center or in such a manner as to affect the quiet enjoyment of other tenants or otherwise adversely affect space other than the Premises. If City shall make any permitted alterations and improvements to the Premises under the terms and provisions of this Section 4.2, City agrees upon its part to carry such insurance with respect to such alterations or improvements as is required by Section 4.12 hereof, it being expressly understood and agreed that none of such alterations or improvements or the construction thereof shall be insured by Landlord, nor shall Landlord be required under any provisions for reconstruction of the Premises to reinstall any such alterations or improvements. City shall be directly responsible for any and all damages resulting from any violation of the provisions of this Section 4.2. Upon termination of this Lease, any such alterations and improvements shall not be removed by City but shall become a part of the Premises, unless the City restores the Premises and the Center to the condition same were in prior to construction and installation of said alterations and improvements.

4.3 UTILITIES:

(a) Landlord will provide and maintain the necessary means to bring all utilities, such as electricity, gas and water to the perimeter of the Premises. City shall obtain and install its own meters as per paragraph 5 of Article III of **Exhibit "C"** attached hereto.

(b) City shall pay promptly when due the charges for all utility services properly rendered and furnished to the Premises, including electricity, gas, water and sewer (whether by meter or submeter) and telephone, whether charged by the utility company providing such service or charged by Landlord. If charged by the utility company providing such service, such payment shall be made directly to such utility company. If charged by Landlord, such payments are to be made to Landlord within ten (10) days after the billing date and shall be considered rental in addition to all other rental payable hereunder. If City is charged by Landlord for such services, in no event shall the rate charged be greater than that which would have been charged by the appropriate utility company had the utility company charged City directly. Landlord may install, at City's expense, a meter or submeter monitoring the electrical, gas, and water usage at the Premises. If City defaults in the payment of any such charges by a utility company, Landlord may, at its option, pay such charges for City's account, in which event the amounts so paid, plus interest at an annual rate equal to the Default Rate shall be immediately due from City as additional rent hereunder. City will, upon request of Landlord, from time to time during the term hereof, furnish to Landlord copies of City's water and sanitary sewer bills.

(c) Trash Removal. City shall be responsible, at its sole cost and expense, for the removal of its trash (including, without limitation, wet garbage) and rubbish. City shall use the dumpster established by Landlord for City's trash and rubbish removal.

(d) Grease Traps. Landlord shall install a grease trap for use by the City, if required for City's use. City shall be responsible for the maintenance, clean out, etc. of any grease traps installed within the Premises or the Center specifically for the benefit of City. If any grease trap is used in common with any other tenant, City shall pay its percentage share of all costs and expenses as billed by Landlord in the operation, repair, maintenance and/or replacement of any of such grease traps ("Grease Trap Charges") and such percentage share shall be a fraction, the numerator of which is the gross leaseable area of the Premises, and the denominator of which is the gross leaseable area of all occupied retail space (including Premises) which are connected to and use any of such grease traps; provided, however, that Landlord reserves the right to adjust City's percentage share of the Grease Trap Charges based on the actual usage by City of the grease traps.

4.5 USE OF PREMISES: City shall not use the Premises or any part thereof for any purpose other than the operation of a City of South Fulton government building consisting of (i) a courthouse with courtroom and ancillary uses relating thereto (including, without limitation, the temporary holding and detaining of persons awaiting trial), (ii) a police station and ancillary uses relating thereto or (iii) community center. City shall not violate any exclusive given to any other tenant of the Center and shall not serve any entree item which principally comprises the use of any other tenant in the Center. In no event shall City or any assignee or sublessee permitted under Article VI hereof ever be permitted to operate the Premises in a manner that causes Landlord to be in violation of the provisions of any other lease of space in the Center.

4.6 AGREEMENTS OF TENANT: City shall perform all obligations expressed on its part to be performed hereunder, shall cease all conduct prohibited hereby immediately upon receipt of notice from Landlord. Specifically, at all times during the Lease Term, City shall:

(a) Not use the Premises for any illegal purpose or violate any statute, regulation, rule or order of any Jurisdictional Authorities, nor create or allow to exist any nuisances or trespasses, nor do any act in or about the Premises or bring anything onto or into the Premises, which will in any way increase the rate of insurance on the Premises, or the Center (or any portion thereof), invalidate such insurance or prevent Landlord from securing insurance policies with insurance companies acceptable to Landlord, nor deface or injure the Premises or overload the floor of the Premises.

(c) Report immediately in writing to Landlord any materially defective condition in or about the Premises known to City, and a failure so to report shall make City liable to Landlord for any expense or damage to Landlord resulting from such defective condition.

(d) Pay interest, at an annual rate equal to the Default Rate, on any installment of Rent not paid when due, accruing from the due date until paid. In addition, City shall, in the event City fails to pay any installment of Minimum Rent within ten (10) days of when such installment is due, pay a late charge equal to five percent (5%) of the tardy monthly installment, not as interest or a penalty, but as compensation to Landlord for bookkeeping and collection with respect to such tardy installment.

(e) Pay promptly (i) on demand any increase in the ad valorem taxes levied or assessed upon the Center resulting from installation of the Initial Improvements in the Premises and (ii) when due all taxes directly or indirectly imposed or assessed on City's business operations, machinery, equipment, improvements, inventory and other personal property or assets, whether such taxes are assessed against City or Landlord. If such taxes are imposed or assessed against Landlord, Landlord shall upon request furnish City with all applicable tax bills, public charges and other assessments or impositions.

(f) Occupy and conduct business for the uses permitted in Section 4.5 from and after the Rent Commencement Date.

(g) Reserved.

(h) Keep the inside of the Premises and all glass, doors and windows of the Premises clean; maintain the Premises at City's expense in a clean, orderly and sanitary condition free of offensive odors, insects, rodents, vermin and other pests; and use such pest control or exterminating services as may be reasonable necessary to service the Premises. If City fails to pay for such service, Landlord shall have the right, but not the obligation, to make payments or perform such duties on City's behalf, in which event City shall pay such reasonable sums as are advanced by Landlord as additional rental to Landlord in accordance with Article III upon demand.

(i) Keep rubbish, garbage, trash and other refuse in proper containers in the interior of

the Premises, cause same to be removed on a daily basis at City's expense and not permit undue accumulation of garbage, trash, rubbish or other refuse within or without the Premises and use any scavenger or collection service to service the Premises. If City fails to pay for such scavenger service, Landlord shall have the right, but not the obligation, to make payments on City's behalf, in which event City shall pay such sums as are advanced by Landlord as additional rental to Landlord upon demand.

(j) Keep all exterior surfaces of the Premises clean.

(k) Replace promptly, at City's expense and with glass of a like kind and quality, any plate glass or window glass of the Premises which may become cracked or broken.

(l) Obtain, at City's expense, all permits, licenses or authorizations necessary in connection with (i) any improvements to or activity conducted on the Premises in accordance with Section 4.5; comply, at City's expense, with all Jurisdictional Authorities; cooperate with Landlord in complying with rules and regulations established by Landlord and Jurisdictional Authorities relating to the conservation of energy, including, any regulations requiring the production of information regarding the consumption of energy within the Center; and comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Premises by City.

(m) Keep all mechanical apparatus free of vibration and noise which may be unlawfully transmitted beyond the Premises.

(n) Reserved.

(o) Reserved.

(p) If requested by Landlord, require employees, officers and agents to park only in areas of the Parking Lots made available to tenants and patrons of the Center which are designated by Landlord as employee parking areas. If City, its officers, agents or employees shall fail to park their cars in the designated parking areas, Landlord shall have the right, after giving notice to City (which, notwithstanding the provisions of Section 8.1, may be written or oral), either to have such vehicles towed from the Center or booted at City's expense or to charge City Twenty Dollars (\$20.00) per day, per car for each car so parked in any parking area other than those designated.

(q) Not place or maintain merchandise or other articles in any vestibule or entry of the Premises, on the footwalks adjacent thereto, or elsewhere in the exterior or Common Areas of the Center.

(r) Not use or permit the use of any apparatus for sound reproduction or transmission (including, without limitation, loud speakers, phonographs, public address systems, sound amplifiers and radios, or any musical instrument) in any manner so that sounds produced thereby are unlawful.

(s) Not cause or permit objectionable odors or food odors to emanate or be dispelled from the Premises or any compactor used by City.

(t) Not solicit business in the Parking Lots or other Common Areas or distribute handbills or other advertising matter to, in or upon any automobiles parking in the Parking Lots or in any other Common Areas.

(u) Not permit the parking or standing of delivery vehicles to interfere with the use of any driveway, walk, parking area or other Common Areas of the Center; nor cause or permit the loading or unloading of merchandise, supplies or other property outside the area designated therefor by Landlord; nor permit the parking or standing outside of said area by delivery vehicles or other vehicles or equipment engaged in loading or unloading, including, in any public right-of-way.

(v) Not conduct any live promotion in the windows of the Premises.

(w) Maintain the appearance of the Premises and the development of all personnel employed therein as well as the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in the Premises, and any signs, lettering, announcements, schedules, tags or any other form or kind of description displayed in or about the Premises, together with any lighting or other features pertinent thereto, in conformity with the law.

(x) Leave the front of the Premises lighted until at least 11:00 p.m. each night of the

week.

(y) Cease all conduct prohibited by the terms of this Section 4.6 promptly upon notice from Landlord.

(z) Generally comply and demand all agents, employees and visitors of City to comply with the Rules and Regulations.

(aa) Properly and adequately transport, supervise, detain and restrain any and all prisoners, detainees, and inmates (collectively, the "Prisoners") detained, incarcerated, or otherwise held at or about the Premises. Delivery and Transportation of Prisoners to and from the Premises shall be in a manner and location designed to minimize the disruption to other tenants of the Shopping Center.

(bb) Properly and adequately handle and store all firearms, ammunition and other explosives and weapons at the Premises and to implement customary and reasonable safety measures in connection therewith.

(cc) Conduct reasonable security activities at the Premises relating to all Prisoners and other personnel at the Premises.

(dd) Implement safety policies, procedures and practices commonly performed by other police stations and courthouses in the State of Georgia to protect the health, safety and wellbeing of persons at the Shopping Center and the general population.

(ee) Properly and adequately train all employees, agents and contractors of City handling animals (including, without limitation, any K-9 unit), firearms and/or Prisoners at or about the Premises.

4.7 SIGNS: City shall erect only such store identification signs as are approved in writing by Landlord and in compliance with the City Sign Criteria (attached hereto as Sections B and C of Exhibit "C"). City shall not affix any sign or aerial to the exterior facade of the Center without first obtaining Landlord's written approval, which shall not be unreasonably withheld. City shall not display any hand-lettered signs unless same are professionally prepared and approved in writing by Landlord. All of City's identification shall be installed by City, at City's expense, only after receipt of Landlord's written approval. All signage placed by City upon the Premises, including without limitation the facade and windows of the Premises, SHALL BE IN THE ENGLISH LANGUAGE, provided that City shall be permitted to install foreign language signage (and/or symbols) as secondary signage upon the Premises and as required by law.

4.8 TRADE FIXTURES AND PERSONAL PROPERTY: Any trade fixtures, signs or other personal property of City not permanently affixed to the Premises shall remain the property of City, City shall have the right, at any time and from time to time, to remove any and all of its trade fixtures, signs and other personal property not so affixed which it may have stored or installed in the Premises. The City shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, signs and other personal property and shall, upon the Expiration Date or the earlier termination of this Lease, leave the Premises in a neat and broom clean condition, free of debris, reasonable wear and tear and Landlord-insured casualty excepted.

4.9 Reserved.

4.10 MAINTENANCE AND REPAIRS:

(a) Repairs to Premises. Landlord shall have no duty to City to make any repairs or improvements to the Premises except herein specifically required of Landlord and repairs to the Structural Portion of the Premises necessary for safety and tenantability, and then only if not brought about by the neglect of City, its agents or employees. Anything contained in this Lease to the contrary notwithstanding, Landlord shall not in any way be liable to City for failure to make repairs herein specifically required of Landlord unless City has previously notified Landlord, in writing, of the need for such repairs and Landlord shall have failed to commence said repairs within a reasonable period of time following receipt of City's written notification. Except for those repairs to the Structural Portion expressly required to be performed by Landlord as provided above, City should, at all times from and after delivery of possession of the Premises to City and at its sole cost and expense, repair, replace and maintain in good and tenantable condition the Premises and every part thereof, including the utility meters; pipes, ducts and conduits; partition walls; flooring and floor covering; all fixtures; light bulbs and lighting equipment; air conditioning, ventilating and heating equipment serving the Premises and other equipment therein; utility lines and connections serving the Premises exclusively; the store-front or

store-fronts; all City's signs, locks and closing devices; all window sashes, casements or frames; and all doors and door frames. Without limiting the generality of the foregoing, City shall perform or cause to be performed routine maintenance (at least as frequently as recommended by the manufacturer) on the heating, ventilating and air conditioning system serving the Premises, including timely changing of filters (at least monthly), adjustment and inspection of air handling mechanism and control equipment, inspection, maintenance and performance of necessary lubrication, testing and other normal maintenance procedures. City shall maintain, repair and replace such HVAC system serving the Premises at City's expense and shall keep in force a service contract on same in a form and with service companies reasonably acceptable to Landlord. City shall also, at City's expense, perform such items of repair, maintenance, improvement or reconstruction of and to the Premises as may at any time or from time to time be required by any Jurisdictional Authorities. If a Party refuses or neglects to make any repairs and/or maintain the Premises as required under this lease within 30 days of receiving notice to do the same, the other Party shall have the right, upon giving the offending Party notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of the offending Party. In such event, the offending Party shall pay the other Party for such work upon demand. Nothing herein is intended to obligate or require Landlord to repair, replace or maintain any jailing cells or other facilities designed to detain or otherwise house Prisoners, such matters being the sole responsibility of City.

(b) Common Area Maintenance. Landlord shall, at all times during the Lease Term, keep or cause the Common Areas to be kept in good order and repair consistent with common facilities located at projects of like or similar age, design, character and construction in the City of South Fulton, Georgia, area.

4.11 RIGHT OF LANDLORD TO ENTER THE PREMISES: Landlord and its agents, employees and contractors may enter the Premises after giving City prior notice and during City's normal business hours as Landlord deems reasonably necessary or desirable to inspect and examine same, to make such repairs, additions, alterations and improvements as Landlord desires to make to the Center, including the erection, use and maintenance of pipes, ducts and conduits serving portions of the Center other than the Premises, and to exhibit the Premises to prospective purchasers or tenants. During such time as such work is being carried on, provided such work is carried out in a manner so as not unreasonably to interfere with the use and occupancy of the Premises by City, Rent shall not abate and City waives any claim and cause of action against Landlord for damages by reason of loss or interruption to City's profits therefrom because of the prosecution of any such work.

4.12 TENANT'S INSURANCE: So long as City occupies the Premises or any part thereof, City shall keep the following insurance in force at City's expense:

(a) Commercial general liability insurance, including personal injury, products liability and independent contractors coverage, for City and Landlord, as named insureds, covering the Premises, use thereof by City or its agents, employees or licensees and any use of motor vehicles by City or its agents, employees or licensees within the Center, with insurance companies and in forms satisfactory to Landlord, such insurance to afford protection to the limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence with a minimum combined single limit of Ten Million Dollars (\$10,000,000.00) on account of bodily injury to or death of persons or damage to property;

(b) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, and Flood (if required by Landlord/any mortgagee/governmental authority) or by perils customarily included under the "Special Form" or equivalent form insurance on all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all other contents located or placed within the Premises. Such insurance shall cover the full replacement cost and shall provide that any loss payable shall be ascertained without deduction for depreciation. Any deductible under such "all risks" policy shall be commercially reasonable, not to exceed \$2,500.00;

(c) Insurance covering all pressure vessels, air conditioning equipment, or similar equipment, if any, serving the Premises, and any damage resulting therefrom, in the amount of One Million Dollars (\$1,000,000.00);

(d) Reserved.

(e) Plate glass insurance covering the plate glass in the Premises;

(f) Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by City or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of City with respect to whom death or bodily injury claims could be asserted against Landlord or City, as required by laws of the State where the Premises are located or of the United States;

(g) Maintain Builder's Risk Insurance during performance of the initial work to be undertaken by City in preparing the Leased Premises for its use and occupancy, and during the performance of any other work or improvements thereafter performed by or on behalf of City or any of its permitted subtenants, all in amounts and with insurers reasonably satisfactory by Landlord; and

4.13 INSURANCE OBLIGATION OF LANDLORD: Landlord shall maintain at all times during the Term of this Lease, with such deductible as Landlord in its sole judgment determines advisable:

(a) Insurance on the "Special Form" or equivalent form on a Replacement Cost Basis against loss or damage to the Building. Such insurance shall be in the amount of 80% of the replacement value of the Building (excluding all fixtures and property required to be insured by City under this Lease). Landlord may also elect to carry insurance on the "Special Form" or equivalent form against abatement or loss of rental by reason of the occurrences covered by the insurance described in the preceding sentence and by reason of any service interruptions in an amount equal to all base rent and additional rent to be derived from the Building for at least twelve (12) months following the occurrence of such casualty. City shall promptly and from time to time throughout the Term hereof notify Landlord of the full replacement value of any improvements constructed or installed by City at the Leased Premises with respect to which Landlord is required to carry the insurance required by this Section 4.13, failing which City shall be deemed to have assumed the obligation to insure such improvements pursuant to this Section 4.13 at its expense.

(b) Commercial general liability insurance with limits at least equal to the amount as City is required to maintain pursuant to Section 4.12 of this Lease.

4.14 CERTIFICATES; BLANKET POLICIES. All the foregoing insurance coverage shall be written with companies authorized to do business in the state in which the Leased Premises are situated and may be carried in "umbrella" or "blanket policies" covering the Leased Premises; provided that such "umbrella" or "blanket policies" shall comply with the provisions hereof and provide at least the coverage herein set forth.

4.15 DEFAULT IN PAYMENT OF PREMIUMS; SPECIFIC PROVISIONS; WAIVER OF SUBROGATION. ETC. The Parties shall exchange copies of the policy or policies of such insurance or a certificate or certificates required herein on or before the Rent Commencement Date and shall provide renewals thereof to the other party at least thirty (30) days prior to the expiration of each respective policy term. If a Party fails to carry or keep in force such insurance, the other party may, but need not, cause such insurance to be issued, and in such event the offending party agrees to pay the premium of such insurance promptly upon demand. Landlord and City shall each have included in all policies of insurance respectively obtained by them with respect to the Center and/or the Premises a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. So long as both Landlord's and City's policies then in force include such mutual waivers of subrogation, Landlord and City, to the fullest extent permitted by law, each waive all right of recovery against the other for and agree to release the other from liability for loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage. If such waiver of subrogation shall not be obtainable or shall be obtainable only at a premium over that chargeable without such waiver, the party seeking such waiver shall notify the other thereof in writing, and the latter shall have ten (10) days in which either (i) to procure on behalf of the notifying party insurance with such waiver from a company or companies reasonably satisfactory to the notifying party or (ii) to agree to pay such additional premium (in City's case, in the proportion which the rentable area of the Premises bears to the area covered by the insurance policy of Landlord in question). All insurance policies procured and maintained by the parties hereto pursuant to this Sections 4.12 and 4.13 shall be carried with companies licensed to do business in the State of Georgia and shall be non-cancelable except after thirty (30) days' written notice to the other party.

City agrees, at its own expense, to comply with all rules and regulations of the Fire Insurance Rating Organization having jurisdiction of the Premises and to comply with all reasonable and lawful requirements imposed by Landlord's insurance carrier, if any. If gas is used in the Premises, City shall install at its expense both manual and automatic gas cut-off devices.

4.16 Reserved.

- ARTICLE V -
CASUALTY AND CONDEMNATION

5.1 DESTRUCTION OF OR DAMAGE TO DEMISES:

(a) If the Premises are damaged or destroyed by fire or other insured perils:

- (i) Landlord shall (subject to the provisions of subparagraphs (ii) and (iii) below), within a period of ninety (90) days thereafter, commence repair, reconstruction and restoration of the Premises to the extent required in subsection (c) and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or
- (ii) In the event of damage or destruction of the Premises or the Center to an extent of sixty percent (60%) or more of the full replacement cost thereof, Landlord shall have the option to terminate this Lease by notice to City within sixty (60) days of such damage or destruction, in which event this Lease shall be terminated as of the date of such election to terminate, and City shall immediately surrender the Premises to Landlord; or
- (iii) If all or substantially all of the Premises are damaged or destroyed, City shall have the option to terminate this Lease upon giving notice to Landlord of termination within thirty (30) days after such destruction, in which event this Lease shall be terminated as of the date of such election to terminate, and City shall immediately surrender the Premises to Landlord. For purposes of this subparagraph (iii), "substantially all" shall be deemed damage or destruction to an extent of at least seventy-five percent (75%) of the then full replacement cost of the Premises as of the date of damage or destruction.

(b) City agrees that during any period of reconstruction or repair of the Premises it will continue its operations within the Premises to the extent practicable. Rent due for the month of termination under this section shall be prorated up through the date of termination.

(d) In the event of reconstruction of the Premises under this Section 5.1, said reconstruction shall be in conformance with the description of Landlord's work and description of City's work set forth in the Work Schedule. Notwithstanding that all reconstruction work shall be performed by Landlord's contractor unless Landlord shall otherwise agree in writing, Landlord's obligation to reconstruct the Premises shall be only to the extent of Landlord's obligations under this Lease and the work as described as Landlord's work in the Work Schedule. City, at its expense, shall be responsible for the repair and restoration of all items set forth in the description of City's work in said Work Schedule plus the replacement of its improvements and betterments, stock in trade, trade fixtures, furniture, furnishings and equipment, together with the cost of such portion of Landlord's work which City is obligated to pay in accordance with the Work Schedule. The part responsible for reconstruction or repair shall commence the installation of improvements and betterments, fixtures, equipment and merchandise hereof promptly upon delivery to it of possession of the Premises and shall diligently prosecute such installation to completion.

(e) Upon the termination of this Lease pursuant to the provisions of this Section 5.1, the parties shall be released from this Lease without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and be then unpaid (it being understood that City shall continue to owe and pay Rent following any such casualty until such time as the Lease is terminated) and except for obligations that, by the express terms of this Lease, survive any termination of this Lease; provided, however, that Minimum Rent shall abate in proportion to the number of rentable square feet of the Premises rendered untenable by such damage until such portion of the Premises is again rendered tenantable or the Lease is terminated, unless the casualty was caused through the negligence or willful misconduct of City or its agents, employees, contractors, licensees, subtenants or assignees.

5.2 EMINENT DOMAIN: If the whole or any part of the Premises shall be taken under the power of eminent domain, whether by condemnation or a conveyance in lieu thereof, this Lease shall terminate as to the part so taken on the date City is required to yield possession thereof to the condemning or acquiring authority. Landlord shall, within sixty (60) days of such taking, perform such repair, reconstruction or restoration as may be necessary in order to restore the part not taken (not including City's leasehold improvements) to useful condition, and, as of the date of such taking, Minimum Base Rent shall be reduced in proportion to the amount of the Premises so taken. If City's use of the Premises as provided for in Section 4.5 hereof is materially impaired due to such taking, either party may terminate this Lease by notice to the other given not more than twenty (20) days following notice of any such condemnation or conveyance in lieu thereof. City shall have no right to any award or compensation in connection with any exercise of the power of eminent domain, provided, however, nothing contained herein shall prevent City from claiming, proving and receiving awards for moving expense or removal of trade fixtures so long as such award is separate from and does not diminish the amount of any award to Landlord.

- ARTICLE VI -

ASSIGNMENT AND SUBLETTING

6.1 ASSIGNMENT AND SUBLETTING: Neither party shall, without the prior written consent of the other party, assign, hypothecate or otherwise transfer this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any third party. Any assignment or sublease shall not nullify this provision, and all later assignments or subleases shall be made likewise only after the prior written consent of the other party under this lease is obtained. Unless otherwise expressly agreed to by the other party under this Lease in writing, no sublease or assignment by the other party shall relieve that party of any liability hereunder. If this Lease is assigned or if the Premises or any part thereof is occupied by any person or entity other than City, Landlord may collect rent from the assignee or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this Section 6.1 or the acceptance of the assignee, subtenant or occupant as City, or as a release of City from the further performance by City of the provisions on its part to be observed or performed herein. The occupancy of the Premises by any successor firm of City or by any firm or other governmental entity into which or with which City may become merged or consolidated, and any sale of all or substantially all of the assets of City, shall be deemed an assignment of this Lease requiring the prior written consent of Landlord.

- ARTICLE VII -

DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT: The occurrence of any of the following shall constitute an event of default:

(a) Any part, portion or component of Rent, or any other sums payable under this Lease, is not received by Landlord when lawfully due;

(b) The Premises are deserted or appear to be abandoned, vacated or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes as set forth in Section 4.5;

(c) Any petition is filed by or against City under any section or chapter of the Federal Bankruptcy Code, and, in the case of a petition filed against City, such petition is not dismissed within sixty (60) days after the date of such filing;

(h) The breach or failure to comply with any term, provision, condition or covenant of this Lease (other than the payment of Rent).

7.2 REMEDIES:

(a) Upon the occurrence of an event of default, the non-offending may do or perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or by this Lease if the events of default described in Subsections 7.1(a) or (b) are not cured within ten (10) days after written notice by the non-offending party of such default, or if the events of default described in Subsections 7.1 (g) and (h) are not cured within thirty (30) days after receipt of notice thereof specifying such default and requiring the same to be remedied, except if the physical requirements to cure such default cannot reasonably be completed within said 30 days, then the time within which the offending party may cure such default shall be extended for such period of time as may reasonably be necessary to complete such physical requirements; provided that within such 30 days, the offending party will have commenced the performance of the acts so required and will thereafter have continued to prosecute the same to completion with reasonable diligence, subject, nevertheless, to Unavoidable Delays.

7.3 REMEDIES CUMULATIVE: The remedies granted the parties herein are cumulative and are in addition to those granted by law or in equity under the laws of the State of Georgia or the United States of America. The mention in this Lease of any specific right or remedy shall not preclude either party from exercising any other right or remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity.

- ARTICLE VIII -

ADDITIONAL PROVISIONS

8.1 ADDRESSES-NOTICES: (a) Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing. Notices shall be sent either by hand delivery (including local courier service), or by recognized national overnight delivery service (delivery charges prepaid or billed to the sender) for next business day

delivery, or by first class registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile (with the original of such notice sent the same day postage prepaid by first class registered or certified United States mail, return receipt requested, or by recognized national overnight delivery service for delivery no later than the next business day (delivery charges prepaid or billed to sender). Notices by facsimile shall be deemed effective on the date of transmission if sent prior to 5:00p.m. (Atlanta, Georgia time) on a business day or on the next business day following the day of transmission if sent on or after 5:00p.m. Atlanta, Georgia time), as confirmed by the sender's successful transmission receipt, provided that a copy of any such notice is sent (but not necessarily delivered) the same day as such facsimile transmission as provided above in this Section 8.1 Notices by hand delivery (including local courier service) shall be deemed effective on date of delivery to the specified address. Notices by recognized overnight delivery service shall be deemed effective on the business day following deposit with recognized national overnight delivery service as provided above. Notices by the United States Postal System shall be deemed effective on the third (3rd) business day after deposit in the United States mail as provided above or on the date of actual receipt by the addressee, whichever shall be the earlier. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

(i) To City:

THE CITY OF SOUTH FULTON

Attn: _____

With a copy to: Legal Counsel:

(ii) To Landlord:

JONES BRIDGE ROAD ASSOCIATES, LLC
ATTN: Claude Letourneau
4191 Pleasant Hill Rd. Suite 100
Duluth, GA 30096

With a copy to: Legal Counsel:

Wilson Brock & Irby, L.L.C.
2849 Paces Ferry Road
Suite 700
Atlanta, GA 30339
Attn: Larry M. Dingle, Esq.

All payments of Rent and all other sums payable to Landlord hereunder shall be paid to Landlord at the following address:

JONES BRIDGE ROAD ASSOCIATES, LLC
c/o **TMGI Real Estate Services, LLC.**
ATTN: Claude Letourneau
4191 Pleasant Hill Rd. Suite 100
Duluth, GA 30096

Such addresses may be changed from time to time by either party by giving five (5) days written notice to the other party.

8.2 HOLDING OVER: This Lease shall terminate at the end of the original term or any extensions hereof without the necessity of any notice from either Landlord or City to terminate same, and City hereby waives notice to vacate the Premises. In no event shall there be any renewal of this Lease by operation of law, and if City remains in possession of the Premises after the expiration of Lease Term (including any extensions hereof) or termination of this Lease and without the execution of a new

lease, City shall be deemed to be occupying the Premises as a tenant at sufferance at an amount equal to one hundred five percent (105%) of the Rent payable for the period just prior to termination of this Lease and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

8.3 WAIVER OF RIGHTS: ENTIRE AGREEMENT: No failure or delay by a party to exercise any right or power given it or to insist upon strict compliance by the other party with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof or any right it has herein to demand strict compliance with the terms hereof. No payment by City or acceptance by Landlord of a lesser amount than shall be due from City to Landlord hereunder shall be deemed to be anything but payment on account, and the acceptance by Landlord of such a lesser amount, whether by check with an endorsement or statement thereon or by an accompanying letter or otherwise stating that said lesser amount is payment in full, shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's rights to recover the balance due or pursue any of Landlord's other remedies hereunder. For the purpose of any suit by a party brought or based on this Lease, the failure to include any sum or sums maintained shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted. This Lease (including all exhibits attached hereto) contains the sole and entire agreement of Landlord and City and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect. No representative, agent or employee of the parties has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized representative of the parties.

8.4 ATTORNEYS' FEES AND EXEMPTION: If either party hereto defaults in their performance of any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses actually incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, deposition costs, expert witness fees, court costs, reasonable and actual attorneys' fees and other reasonable and actual costs of litigation and disbursements relating thereto.

8.5 NO ESTATE IN LAND: This Lease shall in no way create the relationship of partner or joint-venturer between Landlord and City, and the provisions of this Lease relating to payments of Percentage Rent are included solely for the purpose of providing a method whereby rent for the Premises is to be measured and ascertained. This Lease creates only the relationship of landlord and tenant between Landlord and City. No estate shall pass out of Landlord, and City has only a usufruct which is not subject to hypothecation, mortgage, levy or sale. Express provision in this Lease for any rights or duties which are imposed by law or statute with respect to usufructs shall in no way be deemed or construed as an indication or implication that any relationship other than that of landlord and tenant has been created or that City has anything more than a usufruct by virtue of this Lease.

8.6 RECORDING: This lease shall not be recorded in the County Superior Court Real Estate Index by City without Landlord's express written consent.

8.8 SUBORDINATION AND ATTORNMEN:

(a) Except as provided in subsection (c) below, this Lease and all rights of City hereunder are and shall be subject and subordinate to the lien of Landlord's Mortgage.

(b) While subsection (a) above is self-operative and no further instrument of subordination shall be necessary, City shall, in confirmation of such subordination, upon demand and at any time or times, execute, acknowledge and deliver to Landlord or a holder of Landlord's Mortgage any and all instruments requested by either of them to evidence such subordination.

(c) City shall, upon demand, at any time or times, execute, acknowledge and deliver to Landlord or to a holder of Landlord's Mortgage, without expense, any and all instruments that may be necessary to make this Lease superior to the lien of Landlord's Mortgage.

(d) If a holder of Landlord's Mortgage shall hereafter succeed to the rights of Landlord under this Lease, City shall, at the option of such holder, to and recognize such successor as City's landlord under this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between each successor Landlord and City, subject to all of the terms, covenants and conditions of the Lease.

8.9 SEVERABILITY: If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future

laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease and the application of such clause or provisions to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law, unless the amount of Rent and other charges payable hereunder is thereby decreased, in which event Landlord may terminate this Lease unless the Lease shall be amended by the parties to restore the prior total rents.

8.10 CAPTIONS: Excepting only the section headings in the Work Schedule, the captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms “hereof,” “hereunder” and “herein” shall refer to the Lease as a whole except where noted otherwise, and, unless the context otherwise requires, the term “expense” includes all costs and expenses whether required to be capitalized or expensed in accordance with generally accepted accounting principles. The necessary grammatical changes required to express singular, plural, male, female or neuter as applicable shall be assumed in each case to be fully expressed. The use of the terms “including” and “include” shall be understood to mean “including, without limitation”.

8.11 SUCCESSORS AND ASSIGNS: The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and City, and their respective successors, heirs, legal representatives and assigns, subject, however, in the case of City, to the provisions of Article VI.

8.12 SALE OF PROPERTY: In the event of any sale or sales of the Center or of any lease thereof, Landlord may terminate this Lease with thirty (30) days written notice to the City.

8.13 GEORGIA LAW: The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

8.14 ESTOPPEL CERTIFICATES: Either party shall, upon not less than ten (10) days prior written notice from the other, furnish to the requesting party a written statement certifying: (i) that by such certificate the Lease is ratified; (ii) the Rent Commencement Date and date on which City entered into occupancy of the Premises; (iii) the amount of the monthly portion of Minimum Rent payable hereunder; (iv) that the Lease (unmodified or as modified, as the case may be with all amendments or modifications so specified) represents the entire agreement between the parties as to the Premises (or if such is not the case, the certificate shall so state, specifying the particulars of any other applicable agreement or state of facts) and is in full force and effect; (v) the date on which the Lease expires; (vi) that, as of the date of the certificate, there are no defaults by Landlord or City under the Lease, and there are no existing defenses or offsets which either party has against the enforcement of the Lease by the other party (or, if such is not the case, the certificate shall so state specifying particulars); (vii) the amount of Minimum Rent and Security Deposit which has been deposited with Landlord; (viii) the month and year through which the Minimum Rent has been paid; and (ix) such other matters relating to the Lease as may reasonably be requested by the requesting party.

8.15 TIME IS OF THE ESSENCE: Except as otherwise specifically provided herein, TIME IS OF THE ESSENCE OF THIS LEASE.

8.16 LIMITATION OF LIABILITY: Reserved.

8.17 ALTERATIONS IN COMPOSITION OF THE COMMON AREAS AND PARKING LOTS: All of the portions of the Common Areas shall remain subject to Landlord's exclusive control at all times. City shall not directly or indirectly conduct business in the Common Areas except as expressly permitted under this Lease, or make any use of the Common Areas that interferes in any way with the use of the Common Areas by other parties. City's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules and Regulations. City's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or City's right to possession of the Premises. Landlord shall be entitled to make such changes in the Common Areas as it deems appropriate and to determine the nature and extent of all Common Areas. Landlord shall have the right to close all or any portion of the Common Areas to discourage non-customer parking or prevent a dedication thereof to public use or prevent the acquisition of any public or private rights in such areas. Landlord reserves the right to use or permit or deny the use of the Common Areas for any purpose that in Landlord's sole opinion may be in the best interests of the Center, including without limitation promotions, events, exhibits, displays, shows and other activities. The Common Areas may, at Landlord's election, include areas in adjoining properties that are or become available to tenants of the Center. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, any parking areas and structures, enclosures and building roofs, exterior walls, foundations, sidewalks, streets or roadways, passageways, service corridors, loading platforms, truck docks, delivery areas, ramps, stairs, landscaped areas, pylon or monument signs and equipment, common lighting facilities, drainage facilities and areas, bus stops, taxi stands, drinking fountains and all other decorations, fixtures, improvements and other facilities located in or serving any of the foregoing,

except to the extent reserved for use by designated tenants.

8.18 LANDLORD'S RIGHT TO REGULATE OR RESTRICT USE OF THE PARKING LOTS: Landlord expressly reserves the right, and City acknowledges that Landlord shall have the right (but shall have no obligation), from time to time to designate specific areas of the Parking Lots as being available for exclusive use by customers of tenants (including City), or any number of such tenants, of the Center at such times and for such periods as Landlord deems appropriate, so long as there remains adequate parking available, as determined by Landlord in its sole but reasonable discretion, for customers of all other tenants of the Center. City further acknowledges that Landlord may designate as “reserved” for the benefit of its tenants any number of spaces in the Parking Lots. The Valet Parking Area indicated in Exhibit G herein is reserved for customers of other tenant's in the Center and City shall not park in the Valet Parking Area during such hours as any valet service is operating within the Center (which will generally be 5:00P.M. thru 4:00A.M. (Monday thru Saturday).

8.19 REPRESENTATIONS: City acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Center or this Lease except as expressly set forth herein. City has not been induced by or relied upon any information, representations, warranties or statements, whether oral or written, express or implied made by Landlord, Landlord's Broker or any other person representing or purporting to represent Landlord or Landlord's Broker that are not expressly set forth in this Lease. Landlord reserves the absolute right to affect such other tenancies in the Center as Landlord, in the exercise of its sole business judgment, shall determine necessary or advisable to best promote the interests of the Center. City does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall or shall not during the Lease Term occupy any space in the Center.

8.20 EXHIBITS: The content of each and every exhibit or schedule which is referenced in this Lease as being attached hereto is incorporated into this Lease as fully as if set forth in the body of this Lease. The following exhibits are included:

Exhibit “A”	Legal Description
Exhibit “B”	Site Plan
Exhibit “C”	Work Schedule
Section A	Construction Obligations
Article I	General
Article II	Pre-Construction Obligations
Article III	Description of Landlord’s Work
Article IV	Description of City’s Work
Article V	Landlord’s Contribution for City’s Improvements
Section B	Sign Criteria
Section C	Pylon Sign
Exhibit “C-1”	S & P Proposal
Exhibit “D”	Rent Commencement Date Agreement
Exhibit “E”	Rules and Regulations
Exhibit “F”	Final Waiver of Lien
Exhibit “G”	Valet Parking Area
Exhibit “H”	Reserved

8.21 EXECUTION: This Lease may be executed in any number of counterparts, each of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

8.22 MULTIPLE TENANTS: Reserved.

8.23 UNAVOIDABLE DELAYS: An “Unavoidable Delay” as used in this Lease shall mean any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or materials or reasonable substitutes therefor provided that said labor or materials have been ordered in due course and in a reasonable time before delivery date; or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty or other conditions similar to those enumerated in this item, or (iv) occurrence beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any such event, fail punctually to perform any lease obligation, then such failure shall, notwithstanding any other provisions of this Lease, be excused (except for City's obligation to pay Rental and/or any sum of money), provided that such excused obligations shall be punctually performed as such event shall abate. If either party shall, as a result of such event, be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

8.24 PEACEFUL POSSESSION: So long as City observes and performs the covenants and

agreements contained herein, Landlord covenants and agrees that City shall have and enjoy at all times during the Lease Term peaceful and quiet possession of the Premises without hindrance or interruption by Landlord, but always subject to the terms hereof.

8.25 Reserved.

8.26 BROKER'S COMMISSION: City represents and warrants to Landlord that City is not represented by any Real Estate Broker and/or a Real Estate Firm in the negotiations for procurement of this Lease and of the Premises. The Landlord is represented by TMGI Real Estate Services LLC pursuant to a separate agreement.

8.27 Reserved.

8.28 PATRIOT ACT: City (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/tlstdn.pdf>> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under the Lease.

8.29 HAZARDOUS SUBSTANCES.

(a) City hereby covenants that City shall not cause or permit any Hazardous Substances to be placed, held, located or disposed of in, on or at the Premises or any part thereof and neither the Premises nor any part thereof shall ever be used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Lease Term.

(b) Reserved.

(c) Landlord shall have the right but not the obligation, and without limitation of Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit or other action against City or Landlord or both. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights, which costs and expenses result from City's violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by City upon demand.

(d) Landlord represents to City, to Landlord's actual knowledge and belief (without independent investigation or inquiry), that on the date of this Lease there are no Hazardous Substances in form or quantity which would give rise to a violation of the environmental laws described in subparagraph (b) above located in, on or under the Premises or the Center.

(e) No Hazardous Substances have, in violation of applicable Jurisdictional Authorities, been spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, leached, dumped or disposed on, upon, beneath or into the Premises or the Center except as otherwise disclosed in phase I and other environmental reports received by Landlord, all of which are available for City's review at Landlord's office. City acknowledges that the foregoing representation and warranty is made as of the Effective Date and that any matter or condition discovered after the Effective Date is outside the scope of such representation and warranty.

(f) This Section 8.29 shall survive cancellation, termination or expiration of this Lease.

8.30 SPECIAL STIPULATIONS: The Special Stipulations, if any, attached hereto are made a part hereof by this reference, and to the extent they conflict with any of the foregoing provisions, the Special Stipulations shall control.

8.31 MODIFICATION OF LEASE. This lease contains all the agreements and conditions made between the parties hereto. Any additions to or alterations or changes in this Lease, in order to be binding, shall be in writing, signed by the party sought to be charged with such additions, alterations or changes.

8.32 MULTIPLE COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of a facsimile of this Lease executed by a party hereto shall be deemed to constitute delivery of an executed original hereof by such party.

(Execution follows)

IN WITNESS WHEREOF, Landlord, City and Agent have caused this Lease to be executed under seal on the respective dates indicated below, effective as of the date first above written.

AGENT:
TMGI REAL ESTATE SERVICES, LLC

BY:

LANDLORD:
JONES BRIDGE ROAD ASSOCIATES, LLC, a
Georgia Limited Liability Company

By: _____
Name: _____
Title: _____

Date: _____

TENANT:
CITY OF SOUTH FULTON

By: _____
Name: _____
Title: Mayor

Attest: _____
Its: _____

Date: _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 188 of the 13th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the point of intersection of the North Right of Way line of Jonesboro Road, State Route 138 (Right of Way width varies) and the East Right of Way line of Old National Highway, State Route 279 (Right of Way width varies), if said Right of Way lines were extended to a point; thence, from said point, proceed 200.76 feet along said East Right of Way line of Old National Highway, State Route 279 to a concrete nail set; thence continuing along said Right of Way line North 62°41'55" East, a distance of 6.48 feet to a ½ inch rebar set, said rebar being the TRUE POINT OF BEGINNING; Thence, from said TRUE POINT OF BEGINNING, continuing along said Right of Way line of Old National Highway, State Route 279 North 27°43'10" West, a distance of 270.28 feet to a point; thence 193.12 feet along a curve to the right, said curve having a chord of North 22°49'27" West 192.86 feet and a radius of 1075.32 feet to a ½ inch rebar set, thence leaving said Right of Way line and proceeding South 77°08'08" East, a distance of 15.02 feet to a ½ inch rebar found; thence North 62°43'15" East, a distance of 125.68 feet to a ½ inch rebar found; thence North 32°43'15" East, a distance of 4.93 feet to a ½ inch rebar found; thence North 02°43'15" East, a distance of 205.25 feet to a ½ inch rebar set; thence North 87°16'45" West, a distance of 190.61 feet to a ½ inch rebar found on the aforementioned East Right of Way line of Old National Highway, State Route 279; thence following along said Right of Way line North 06°30'25" West, a distance of 30.39 feet to a ½ inch rebar set; thence leaving said Right of Way line and proceeding South 87°16'45" East, a distance of 785.61 feet to a ½ inch rebar set; thence South 01°57'57" West, a distance of 691.30 feet to a ½ inch rebar set; thence South 89°36'27" West, a distance of 218.18 feet to a ½ inch rebar found; thence South 01°57'57" West, a distance of 180.00 feet to a ½ inch rebar set on the aforementioned North Right of Way line of Jonesboro Road, State Route 138; thence following along said Right of Way line North 87°30'09" West, a distance of 18.02 feet to a concrete nail set; thence leaving said Right of Way line and proceeding North 02°22'48" East, a distance of 92.02 feet to a concrete nail set; thence 87.34 feet along a curve to the left, said curve having a chord of North 12°42'57" West 86.32 feet and a radius of 165.04 feet to a ½ inch rebar set; thence North 27°52'32" West, a distance of 125.21 feet to a concrete nail set; thence South 62°41'55" West, a distance of 213.07 feet to a ½ inch rebar set, said rebar being the TRUE POINT OF BEGINNING.

Said tract contains 9.806 acres.

EXHIBIT “B”

SITE PLAN

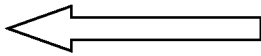


EXHIBIT “C”
WORK SCHEDULE

Tri-County Station

PREFACE

This Work Schedule is intended to describe the obligations of Landlord and City in the design and construction of the Premises. This **Exhibit “C”** includes the following sections:

Section A	Construction Requirements; Landlord's And City's Work
Article I	General
Article II	Pre-Construction Obligations
Article III	Description of Landlord's Work
Article IV	Description of City's Work
Article V	Landlord's Contribution for City's Improvements
Section B	Sign Criteria
Section A	Pylon Sign

Landlord's work will be limited to the work described in Article III. The work of City described in Article IV is intended to complete the Premises precisely in accordance with City's working drawings as approved in writing by Landlord, and no work by City shall commence until final approval of the City's working drawings is received from Landlord. No material deviations from Landlord-approved working drawings shall be made without the written approval of Landlord.

All terms used herein with an initial capital letter shall have the meanings ascribed thereto in Article I of the Lease, unless the context otherwise requires, or unless a different meaning is expressly ascribed thereto in this Work Schedule.

All approvals and certifications required or requested under this **Exhibit “C”** must be in writing signed by the party against whom enforcement of any such approval or certification is sought. Except as otherwise expressly provided herein, any approvals, acceptances, or consents required to be obtained from Landlord hereunder may be granted or withheld in Landlord's sole and unfettered discretion. Any approval or consent by Landlord shall in no way obligate Landlord in any manner whatsoever in respect of the finished product designed and/or constructed by City. Any deficiency in design or construction, although same had prior approval of Landlord, shall be solely the responsibility of City.

-SECTION A-
CONSTRUCTION REQUIREMENTS; LANDLORD'S AND TENANT'S WORK

ARTICLE I.
GENERAL

A. Subject to the provisions below, Landlord agrees that it will proceed to construct (or, to the extent already partially constructed, will complete) a store unit upon the Premises in substantial compliance with the description of Landlord's Work in Article III below. The Premises shall be deemed “Substantially Complete” when Landlord's Work has been substantially completed (except for minor punch list items); provided, however, that if Landlord's Work is delayed because of a default or failure, or both, of City, then the Premises shall also be deemed “Substantially Complete” when Landlord's Work

would have been substantially completed if City's default or failure, or both, had not occurred. When the Premises are ready for delivery (which, unless City objects and Landlord's architect or general contractor fails to certify to the date selected by Landlord, shall be the date Landlord delivers to City the keys for the Premises with a written or verbal statement to the effect that the Premises are ready for delivery (the "Turn-Over Date")), City agrees to accept possession thereof and to proceed with due diligence to perform City's Work, as described in Article IV below, and to open for business at the Premises. City agrees that at the request of Landlord, City will, following the Turn-Over Date, execute and deliver a written statement acknowledging that City has accepted possession and, reciting the exact Turn-Over Date.

B. In the event of any dispute as to work performed or required to be performed by Landlord or City, the certificate of Landlord's architect or general contractor shall be presumed correct, but rebuttable by City's architect or general contractor. By occupying the Premises, subject to any items stated on City's punch list, which punch list must be delivered to Landlord within 30 days of tender of the Premises, City shall be deemed to have accepted the same and to have acknowledged that the same fully comply with Landlord's covenants and obligations under this Lease. Occupancy of the Premises by City prior to the Rent Commencement Date shall be subject to all of the terms and provisions of this Lease, excepting only those requiring the payment of rent.

C. If Landlord should for any reason fail to complete such work within eighteen (18) months following the date of this Lease, City may, at its option, and as City's sole and exclusive remedy for such failure, cancel and terminate this Lease by written notice to Landlord delivered within thirty (30) days following the expiration of such eighteen (18) month period (unless the Premises are ready for occupancy prior to Landlord's receipt of such notice), in which event neither party shall have any further liabilities or obligations, except that Landlord shall repay to City any Prepaid Rental or Security Deposit.

D. If the Building has not been constructed as of the date of this Lease, then Landlord shall not be obligated to proceed with construction of the Premises unless and until financing acceptable to Landlord has been obtained. Unless commitments for such financing satisfactory to Landlord have been obtained and all conditions to such commitments (other than the construction itself) shall have been fulfilled within twelve (12) months following the date of this Lease, Landlord may so notify City in writing within thirty (30) days following the expiration of such twelve-month period, and this Lease shall thereupon cease and terminate and each of the parties to this Lease shall be released and discharged from any and all liability and responsibility hereunder. If Landlord can obtain financing only upon the basis of modification of the terms and provisions of this Lease, Landlord shall have the right to cancel this Lease if City refuses to approve in writing any such modification within fifteen (15) days after Landlord's request therefor. If such right to cancel is exercised, this Lease shall thereafter be null and void, any Prepaid Rental or Security Deposit hereunder shall be returned to City, and neither party shall have any liability to the other by reason of such cancellation.

E. If as of the date of execution of this Lease the Building has not been constructed, or if the Building has been constructed but has not been occupied by any tenants, then City agrees to participate in a joint opening of the Shopping Center if requested to do so by Landlord.

F. ADA Compliance. In connection with the construction of the Center and completion of the Initial Improvements and thereafter, so long as this Lease continues in effect, Landlord will comply with Landlord's ADA Compliance Obligations and City will comply with City's ADA Compliance Obligations. For purposes of the foregoing, the following terms shall have the following meanings:

- (1) "ADA Requirements" shall mean the requirements of Title III of the Americans with Disabilities Act of 1990 (the "Act") and all rules and regulations promulgated with

respect thereto, as such Act and rules and regulations exist on the date of this Lease, and as the same may be amended thereafter from time to time.

- (2) “Landlord's ADA Compliance Obligations” shall mean all required compliance with ADA Requirements with respect to the Landlord's Work (as defined in the Work Schedule) of the Center, access to the Center, all Center systems (including, without limitation, mechanical, electrical, plumbing, and elevator systems) all structural components of the Center, all common areas, and any other portions of the Center not located within the Premises or the premises of any other tenant, other than such compliance made necessary by changes in use of or modifications to the Premises by City. City shall not be obligated to pay for the Center compliance with the ADA, unless such compliance arises out of City's specific use of the Premises and the Center.
- (3) “City's ADA Compliance Obligations” shall mean, collectively (i) all required compliance with ADA Requirements with respect to tenant improvements located in the Premises; plus (ii) all required compliance with ADA Requirements with respect to any other portion of the Center or common areas to the extent such compliance is made necessary solely by changes in use of or modifications to the Premises by City.

ARTICLE II.

PRE-CONSTRUCTION OBLIGATIONS

A. All preliminary plans, diagrams, schedules, specifications and other data relating to City's preferences in connection with Landlord's Work must be furnished by City to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within forty-five (45) days after execution of this Lease Landlord shall respond to City's plans within twenty (20) days after receipt thereof, City shall edit same and re-submit its preliminary plans within twenty (20) days after Landlord's reply. Within fifteen (15) days of Landlord's approval of the preliminary plans, City shall submit its final engineering plans for Landlord's consideration and final approval. Without limiting the generality of the immediately preceding sentence, City's submissions must include complete construction documents, ready for construction, including, but not limited to, a floor plan, a reflected ceiling plan, a plumbing plan, electrical plan, elevations of walls and a fixture plan. All drawings shall be at a scale of either 1/8” or 1/4”. Landlord shall have a reasonable period of time following receipt of City's proposed plans, diagrams, schedules, specifications and other data in which to approve same; provided further, that if Landlord shall disapprove or otherwise object to any such proposed plans, diagrams, schedules, specifications and/or other data, then City shall thereafter correct any such objections within ten (10) days following delivery of Landlord's notice of disapproval or objection.

With respect to Landlord's approval of City's preliminary plans, diagrams, and specifications relating to City's Work (“the Preliminary Plans”), City shall submit its Preliminary Plans for Landlord's approval within twenty (20) days of the execution of the Lease. Landlord shall use its best efforts to respond to City's request for said approval within ten (10) days after receipt thereof.

With respect to Landlord's approval of City's construction plans and specifications (the Final Plans”), City shall submit its Final Plans within thirty (30) days from the date the Preliminary Plans are approved by the Landlord. Landlord shall use its best efforts to respond to City's request for said approval within ten (10) days after receipt thereof.

If Landlord shall disapprove or otherwise object to either the Preliminary Plans or the Final Plans, then City shall thereafter correct any such objections within ten (10) days following delivery of Landlord's notice of disapproval or objection.

B. City shall secure Landlord's written approval of all designs, plans, specifications, materials, contractors and contracts for work to be performed by City before beginning City's Work

(including following whatever “work letter” instructions, if any, which Landlord may deliver to City in connection with the work), and shall secure all necessary licenses and permits to be used in performing City's Work. Upon completion, City's Work shall be subject to Landlord's reasonable approval and acceptance. Provided further, that in no event shall Landlord's approval of any such plans, diagrams, schedules, specifications and/or other data be construed or deemed as creating any obligation or warranties, express or implied, by Landlord to City or to any other party with respect to the suitability of such plans, specifications or other data or with respect to the fitness of any improvements or work effected pursuant to any such plans, specifications or other data.

C. Insurance. City and City's contractors shall be required to provide, in addition to the insurance required of City pursuant to this Lease, the following types of insurance:

- (1) Liability Insurance. At all times during the period of construction of the Initial Improvements until completion and final acceptance thereof, City's general contractor(s) (but not subcontractors) shall maintain in effect comprehensive general liability insurance covering all activities in or about the Premises in amounts not less than \$1,000,000 per occurrence for bodily injury and for property damage, together with umbrella liability coverage in an amount not less than \$5,000,000. Such liability insurance shall be on a comprehensive basis including:
 - (1) Premises - Operations (including explosion, collapse and underground (“X-C-U”));
 - (2) Independent contractors’ protection;
 - (3) Products and completed operations (which must be maintained for two (2) years commencing with the issuance of the final certificate of payment);
 - (4) Contractual liability;
 - (5) Owned, non-owned and hired motor vehicles; and
 - (6) Broad form coverage for property damage.

Should the general contractor(s) engage a subcontractor, the same requirements will apply under this agreement to each subcontract, consistent with the general contractor's prudent business practice.

- (2) Workers' Compensation. At all times during the period of construction of the Initial Improvements, City's contractors and subcontractors shall maintain in effect statutory Workers' Compensation as required by the State of Georgia or local county or municipality having jurisdiction.

All insurance policies procured and maintained pursuant to this Section shall name Landlord and any lender of Landlord as additional insureds, shall be carried with companies licensed to do business in the State of Georgia reasonably satisfactory to Landlord and shall be non-cancelable except after thirty (30) days written notice to Landlord. Such policies or duly executed “ACORD” certificates of insurance with respect thereto shall be delivered to Landlord before the commencement of the City's work, and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of each respective policy term.

ARTICLE III.
DESCRIPTION OF LANDLORD'S WORK

The following is work to be done exclusively by Landlord at Landlord's expense ("Landlord's Work"):

Landlord shall (i) construct the demising walls as indicated on the Site Plan and (ii) deliver the Premises in a "white box" condition. A copy of the construction proposal of S&P Design Construction, Inc. (dated 12-28-18) identifying the work to be performed as Landlord's Work is attached hereto as Exhibit C-1 and incorporated herein (the "S&P Proposal").

It is acknowledged and agreed that Landlord will spend significant and material sums to perform Landlord's Work prior to City's occupancy.

ARTICLE IV.
DESCRIPTION OF TENANT'S WORK

1. TENANT'S WORK

Except as noted as Landlord's Work, City, at its sole cost and expense, all other improvements required for its operation and according to City's plans and specifications approved by Landlord. City shall perform all work, other than designated to be performed by Landlord in Article I, required to complete the Premises to a finished condition ready for the opening and conduct of City's business therein ("City's Work").

All costs and expenses of designing and constructing City's Work, except as noted as Landlord's Work, including, without limitation, all fees, costs and expenses paid under architect, design, engineering and construction contracts or subcontracts, the costs and expenses of materials, supplies, permits, and other items, and any other out-of-pocket expenditures incurred in connection with such work, shall be paid by City.

All of City's Work within the Premises performed pursuant to this Article IV shall, for the purpose of the Lease, be deemed to be improvements made to the Premises by City.

City acknowledges and agrees that in order to provide uniformity with respect to certain work items, to promote City work coordination, and to ensure City's compliance with the terms of this Lease, certain items of City's Work may be completed by Landlord at City's expense. Landlord will advise City in writing of any such items of City's Work to be performed by Landlord and the cost of all work performed by Landlord on behalf of City shall be charged against the cost of Landlord's Additional Work. If the costs of such work performed by Landlord is in excess of Landlord's Additional Work, such amount shall become due and payable in full within thirty (30) days after City has been invoiced by Landlord. This work may include but shall not be limited to the following:

- a. Equipment screening;
- b. Trash removal;
- c. Temporary power;
- d. Temporary barricades;

- e. Corrections of work that are in non-conformance to the City criteria and the approved City design drawings;
- f. Roof penetrations and repairs;
- g. Adjustments made to the automatic sprinkler system;
- h. Work to be done on an emergency basis;
- i. Work pertaining to structural components;
- J. Work pertaining to general utilities;
- k. Relocation of rear exit door.

City's Work shall conform to procedures and schedules as set forth in the Lease and this **Exhibit "C"**, and shall include without limitation the following:

- A. Store Design Drawings and Working Drawings and Specifications:
Store design drawings and working drawings and specifications as follows;
City shall engage an Architect registered in the State of Georgia for the purpose of preparing working drawings and specifications for the Premises.
- B. All working drawings and specifications prepared by City's Architect shall be submitted by City, in the form of one reproducible print and two (2) sets of black-line prints, to Landlord for approval, pursuant to Article II of this **Exhibit "C"**. The fees for City's Architect shall be paid by City.
- C. Criteria: The criteria and/or specifications as set forth herein represent minimum standards for the design, construction and finish of the Premises by City.

1. General:

- a. Jurisdiction and Codes: The project is being developed in and under the jurisdiction of the City of South Fulton, Fulton County, and the State of Georgia. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, including, without limiting the latest adopted edition of the following;

International Building Code
 International Fuel Gas Code
 International Mechanical Code
 International Plumbing Code
 National Electrical Code
 International Fire Code
 International Energy Conservation Code
 Including appropriate Georgia Amendments.

- b. Permits and Approvals: Prior to the commencement of construction, building and other permits shall be obtained and posted in a prominent place within the Premises. Landlord's written approval shall be obtained by City prior to the undertaking of any construction work which deviates from City's working drawings and specifications, as approved by Landlord or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said working drawings and Landlord's specifications. Landlord's

approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy, efficacy or, sufficiency or code compliance thereof, and City shall be solely responsible therefor.

- c. Design Loads: The structural system has been designed to carry the following Live Loads, and loading imposed by any of City's Work, on a temporary or permanent basis shall not exceed the following allowable Live Loads:
 - i. On grade slabs: 100 lbs. per sq.ft
 - ii. Roof: 20 lbs. per sq.ft
- d. Materials: Only new, first-class materials shall be used in the construction of the Premises.
- e. Field Conditions: City to verify conditions pertaining to the Premises from time to time prior to and after commencement of construction of the Premises. City shall coordinate its work with work of Landlord and others and the existing conditions occurring above or below the Premises and shall make changes from time to time as required to accommodate such work or conditions at no cost to the Landlord.
- f. Non-Interference with Other Work: City shall perform all of its work under this Article IV of this **Exhibit "C"** in such a manner as will not interfere with, impede or delay Landlord's Work under Article III of this **Exhibit "C"** or other City's Work.

2. **TENANT'S CONSTRUCTION WORK**

A. City's Construction Work includes, but is not limited to, the following:

- 1. Ceiling: All finished ceilings of non-combustible materials, including suspension systems for same.
- 2. Walls: All insulated interior walls and all partition walls within the Premises. All demising walls over the slab leave out areas. All insulation, sheathing and fireproofing at perimeter and Landlord furnished walls to achieve designated wall rating by local jurisdiction. Interior partitions dividing tenants' premises to be by the tenant and constructed of metal stud framing to underside of roof deck installed on floor slab. Metal studs will not be installed above the concrete leave-out area until the floor slab is completed by City. Fire rated gypsum board, providing a fire rated wall to meet code requirements, and all non-combustible bracing, support, etc., for shelving to be by City as part of City's Work. Framing and supports for mezzanines provided by City (if any) must be independent of demising partitions.
- 3. Floors: Landlord to install certain floors within the Premises per Landlord's Work above. All other floors shall be installed by City (i.e. in leave out areas). City-installed floors shall be Four (4) inch concrete floors on grade (at 3000 psi) with termite protection and mesh reinforcement on vapor barrier. Rebar sizing must match Landlord Structural Engineer's design. Any depressed floor slabs must be approved by Landlord and shall be installed at City's cost.

4. Floor Coverings: All floor coverings and floor finishes, including recessed vestibules.
5. Painting: All interior painting and decoration including wall coverings. All exterior painting of piping, conduit, etc. added by City. Paint color to match exterior color exactly.
6. Equipment and Furnishings: All furnishings, fixtures, equipment (including kitchen and food service equipment and other equipment peculiar to City's occupancy), signs and all related parts; including installation and mechanical and electrical connection. City shall review Landlord provided utility services for compatibility with equipment/furnishings.
7. Roof Openings and Patching: City to install any roof hatches, covers, equipment supports and the required counter flashings. Cutting and repair of the roof deck. Roofing repairs at all openings, holes, pipes, conduits, guy wires, screens, etc., through roofing. Placement of supporting members for deck and equipment support. City shall repair roof using Landlord's roofing contractor as to not void warranty conditions.
8. Sprinklers: Any alteration, including increased demand design, to the shell sprinkler system that is provided as part of Landlord's Work.
9. Water: Connection to the water stub. The water sub-meter required by Landlord shall be provided by Landlord and installed by Landlord (as per Article III, Section 5B herein). City's fixtures and equipment shall be provided and paid for by City.
10. Sanitary Facilities: Furnishing and installation of all toilet facilities including all plumbing fixtures, electric water heater, lighting, toilet exhaust systems and all accessories in toilet rooms within the Premises. Provide at least one floor drain with automatic trap primer in each toilet room.
11. Hair or Grease Interceptor: Any hair or grease interceptor required by code or Health department shall be provided and installed by Landlord. Notwithstanding the foregoing, if City uses cooking oil, City must install, use, service and maintain (at its own expense) within the Premises a closed loop cooking oil management system designed by Restaurant Technologies Inc., or an approved equal. By internalizing the process of delivering, filtering, and disposing of cooking oil, this system is designed to enhance the health and safety of employees and customers at the Shopping Center. City will not be permitted to use any external grease handling facilities, including but not limited to grease barrels.
12. Mechanical Equipment and Svstems Including HVAC: All mechanical equipment (excluding heating and air conditioning units to be installed by Landlord), make-up air units, conveyors, etc., located within, or servicing, the Premises, including all electrical work for these items. All distribution and exhaust systems for heating, ventilating and cooling required within the Premises.
 - A. General Requirements: Landlord shall, at Landlord's expense, provide and install the HVAC units as per Landlord's Work above. HVAC units providing increased HVAC service requested by City above building-standard (1 ton per 350 sf) shall be provided and installed by Landlord as a component of Landlord's Additional Work.

City shall design and install all work and/or systems or sub systems

related to the HVAC units, and required by same to be complete and functional in every respect, including, but not limited to, the air distribution system, the power wiring system, the control wiring system, the condensate disposal system, the heating system and the ventilation system. All said design shall be at City's sole cost and expense and shall be in strict compliance with manufacturer's installation requirements.

Landlord shall have the authority to reject any faulty or improper or non-workmanlike installation of components of City's Work. All such faulty, improper or no workmanlike installation shall be corrected at City's sole cost and expense.

B. Mechanical Systems and Equipment:

1. The Premises shall be conditioned by means of package roof top units utilizing natural gas or electricity for heat and electricity for cooling. Units shall be "standard" packages by Carrier, Lennox, Trane, York or approved equal. The minimum capacity of the system will be 350 sf/ton of cooling.
2. Temperature Control System for City's Premises: Each tenant's premises shall have its own thermostat or thermostats, depending on the number of control zones, which will control the HVAC equipment operation during regular business hours.
3. Exhaust fans related to City's Work, if any, shall be of the interior type or roof mounted type. If roof mounted, they shall be installed on a curb, which is to be installed by the Landlord's roofing contractor at the sole cost and expense of City (or as a component of Landlord's Additional Work, if requested). If interior type, they shall have properly built and installed roof caps. Wall caps will not be permitted. Where roof mounted equipment is used, framing is required when any of the following conditions occur:

The largest roof opening dimensions exceeds 12".

The combined weight of the curb and equipment exceeds 100 lbs.

All such roof-opening frames related to City's Work, if any, are to be installed at the sole cost and expense of City (or as a component of Landlord's Additional Work, if requested) and with the approval of Landlord's engineer and structural fabricator who shall be advised concerning the weight and size of all such equipment.

All roof cuts and roof patching related to City's Work, if any, will be performed by the Landlord's roofing contractor and as an expense of City (or as a component of Landlord's Additional Work, if requested).

4. The maximum weight of 2,000 pounds is permitted within the

mechanical zone (shown on roof framing and LOD). The load shall be spread out on two joists. The City shall coordinate with the joist supplier via the general contractor to modify as may be required. All costs associated with City's modifications to Landlord's structure shall be at City's expense.

13. Signs: City shall pay for all signs (except Landlord's Shopping Center Monument sign) and the installation thereof, including electrical hook-up subject to the provisions of the Lease. City's front identification sign conforming with Section "C", City Sign Criteria.
14. Electrical: Fuse and fusible disconnect switch at Landlord's metering location and feeder conductors to the Premises. All interior distribution panels, transformers, lighting panels, power panels, conduits, outlet boxes, switches, outlets and wires within the Premises. All special electrical systems, where required for intercommunications, antenna, burglar and alarm wiring, fire alarm protection, and alarm time clock. All electrical equipment, including lighting fixtures, exit and emergency lighting, electrical for signage, service door buzzer and installation thereof. All conduits, as required by the City's selected Telephone Company (other than conduit provided as part of Landlord's Work). All phone wiring in return air plenums must be rated for such installation.
15. Utilities: City shall obtain and install all meters (or submeters as appropriate) for all utilities for the Premises. All service deposits for City's Premises shall be made by City at City's expense.
16. Screening: All equipment including HVAC condenser units, dumpsters, compactors, etc., and loading docks shall be screened from view, where applicable, in Landlord's sole discretion and at Landlord's expense.
17. Access. City and its contractors and subcontractors shall use only the Premises and other portions of the Center approved by Landlord reasonably necessary for the performance of the Initial Improvements. Entry into areas unrelated to the performance of the Initial Improvements is prohibited. Use of passenger elevators by construction personnel is prohibited.

City's access to the Premises for the purpose of completing the Initial Improvements shall at all times be subject to the reasonable control and reasonable restrictions of Landlord and to all of the terms, covenants, provisions and conditions of the Lease. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the Initial Improvements or other installations prior to the Rent Commencement Date for the space in which such improvements are made, the same being solely at City's risk.

18. Other Terms & Conditions.
 - a. City will complete all work within the Premises in strict accord with Landlord-approved Drawings and Specifications and as expeditiously as possible, but in no event later than the Rent Commencement Date. All Initial Improvements shall be constructed and installed by contractors selected and

contracted with solely by City; provided, however, that the general contractor and the mechanical, electrical and plumbing subcontractors selected by City shall be subject to the prior approval of Landlord, such approval not to be unreasonably withheld, except that Landlord may approve or disapprove of any proposed mechanical, electrical or plumbing subcontractor in Landlord's sole discretion.

- b. All Initial Improvements shall be done and installed in compliance with all applicable Jurisdictional Authorities and otherwise in accordance with the Drawings and Specifications. City, and not Landlord, shall be responsible for assuring that each and every aspect of the Drawings and Specifications comply and conform with all applicable Jurisdictional Authorities; and approval by Landlord of such Drawings and Specifications shall not be deemed Landlord's confirmation or agreement that same so comply or conform with such laws, codes or regulations or otherwise constitute a representation or warranty by Landlord of any kind with respect to the improvements to be constructed pursuant to the Drawings and Specifications, including, without limitation as to the merchantability or structural soundness of such improvements or the fitness thereof for any particular purpose.
- c. In connection with the Initial Improvements work, City shall file all drawings, plans and specifications, pay all fees and obtain all permits and applications from any authorities having jurisdiction; and City shall obtain a Certificate of Occupancy and all other approvals required for City to use and occupy the Premises and to open for business to the public. Copies of all permits, certificates and approvals shall be forwarded to Landlord promptly after receipt by City. City shall be responsible for conformance with all Jurisdictional Authorities.
- d. City and Landlord shall coordinate the Initial Improvements work and other work being performed by Landlord in the Center, one with another, and with work being performed by other tenants in the Center, so that (i) City's work will not interfere with or delay the completion of any other construction work in the Center, and (ii) work being performed by Landlord in the Center will not interfere with or delay the completion of the City's work.
- e. No item that would exceed the load bearing capacity of the Center shall be mounted or hung from the interior of the Center in which the Premises is located by City without Landlord's prior written approval. If City desires to mount or hang anything of this nature, City shall notify Landlord of the loads involved and shall pay all costs involved to modify the structure, if required, following Landlord's review and approval thereof.
- f. During the prosecution of City's work, City shall permit Landlord or its employees, agents or contractors to install, maintain, repair and replace in the ceiling space and/or under the concrete slab, adjacent to or within demising partitions and free-standing columns, electrical, water or other lines and/or ducts that may be required to service the common areas or other tenants of the Center. Landlord agrees that in exercising its rights under this Section, Landlord shall use reasonable efforts under the circumstances to minimize interference with

City's work.

- g. It shall be City's responsibility to cause each of City's contractors or subcontractors to (i) maintain continuous protection of any premises adjacent to the Premises in such manner (including the use of lights, guard rails and barricades and dustproof partitions where required) as to prevent any injury to persons or damage to the Center or any improvements therein or systems thereof by reason of the performance of City's work, and (ii) secure all parts of City's work against accidents, storms and all other hazards.
- h. The contractor performing City's work shall guarantee that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from date of completion thereof. This guarantee as to materials and workmanship with respect to City's work shall be contained in the contract which shall provide that said guarantee shall inure to the benefit of both Landlord and City and shall be directly enforceable by either of them. City covenants to give to Landlord any assurance necessary to affect such right of direct enforcement.
- i. All material and equipment furnished by City shall be new and all work shall be done in a workmanlike manner.
- j. City is not authorized to contract for or on behalf of Landlord for work on or the furnishing of materials to the Premises or any other part of the Center. City shall discharge of record by bond or otherwise within thirty (30) days following the filing thereof any mechanic's, materialman's, or similar lien filed against the Premises or the Center for work or materials claimed to have been furnished to or for the benefit of City and/or the Premises. If City shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs, and allowances.
- k. All work in or about the Premises which is not within the scope of the work necessary to construct and install the City Improvements, such as delivering and installing furniture, telephone equipment, wiring, and other equipment, shall be furnished and installed by City entirely at City's expense. All of such additional work and City's use (and the use by its contract parties) of the Premises for such purposes shall be entirely in accordance with the Lease, including without limitation this Agreement. the costs); (vii) Landlord's receipt of copies of all warranties and guarantees in assignable form pertaining to the Premises and equipment erected or installed upon or within the Premises; and (viii) Landlord's receipt of such other instruments as may be reasonably required either by Landlord's mortgagee or by the title company issuing a Mortgagee's Policy to Landlord's mortgagee to cure (or to enable a title company or Landlord to bond) all claims for mechanics' and materialmen's liens that may have arisen out of City's construction of the Premises. For purposes hereof, the "cost of City's

Work” shall mean all costs materials and labor incurred by City in connection with City's construction and completion of City's Work in accordance with the Plans and Specifications, properly payable to bona fide third party unrelated claimants including labor and materials for performance of City's Work. Landlord's reimbursement of the cost of City's Work pursuant to this Exhibit “C” shall be Landlord's total and complete financial obligation with respect to all fees, costs, expenses incurred by City in connection with City's Work and any related construction undertaken by City and any costs in excess thereof shall be borne by City, from and against which City shall indemnify and hold Landlord harmless.

- l. City, at City's sole cost and expense, shall complete City's Initial Improvements in all respects in accordance with the Drawings and Specifications. City's work shall be deemed completed after City shall have delivered to Landlord all of the following items:
 - (i) Evidence satisfactory to Landlord that all of City's work has been completed (except for “punch list” items which shall be corrected promptly) and paid for in full, that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction or otherwise) or waived, and that no security interests relating thereto are outstanding. City shall deliver to Landlord final lien waivers in form acceptable to Landlord and in substantially the same format as attached to the Lease as Exhibit “F”.
 - (ii) A certificate of occupancy for the Premises issued by all appropriate governmental authorities which permits occupancy of the Premises.
 - (iii) Two (2) sets of sepia mylar transparent reproducible “as built” drawings of the Premises.
 - (iv) A certificate from City or any other person or persons suitable to Landlord certifying that all work performed in the Premises is in accordance with the Drawings and Specifications, this Agreement and all applicable laws, codes and regulations.
 - (v) Verification that sprinkler installation is in accordance with the requirements of the State of Georgia, local agencies and Landlord's insurance underwriter.
 - (vi) Test and balance report on HVAC.
 - (vii) Copies of all warranties.

19. ADA Compliance. In connection with the construction of the Center and completion of the Initial Improvements and thereafter, so long as this Lease continues in effect, Landlord will comply with Landlord's ADA Compliance Obligations and City will comply with City's ADA Compliance Obligations. For purposes of the foregoing, the following terms shall have the following meanings:

- (a) “ADA Requirements” shall mean the requirements of Title III of the Americans with Disabilities Act of 1990 (the “Act”) and all rules and regulations promulgated with respect thereto, as such Act and rules and regulations exist on the date of this Lease, and as the same may be amended thereafter from time to time.
- (b) “Landlord's ADA Compliance Obligations” shall mean all required compliance with ADA Requirements with respect to the Landlord’s Work (as defined in the Work Schedule) of the Center, access to the Center, all Center systems (including,

without limitation, mechanical, electrical, plumbing, and elevator systems) all structural components of the Center, all common areas, and any other portions of the Center not located within the Premises or the premises of any other tenant, other than such compliance made necessary by changes in use of or modifications to the Premises by City. City shall not be obligated to pay for the Center compliance with the ADA, unless such compliance arises out of City's specific use of the Premises and the Center.

- (c) "City's ADA Compliance Obligations" shall mean, collectively (i) all required compliance with ADA Requirements with respect to tenant improvements located in the Premises; plus (ii) all required compliance with ADA Requirements with respect to any other portion of the Center or common areas to the extent such compliance is made necessary solely by changes in use of or modifications to the Premises by City.

ARTICLE V.

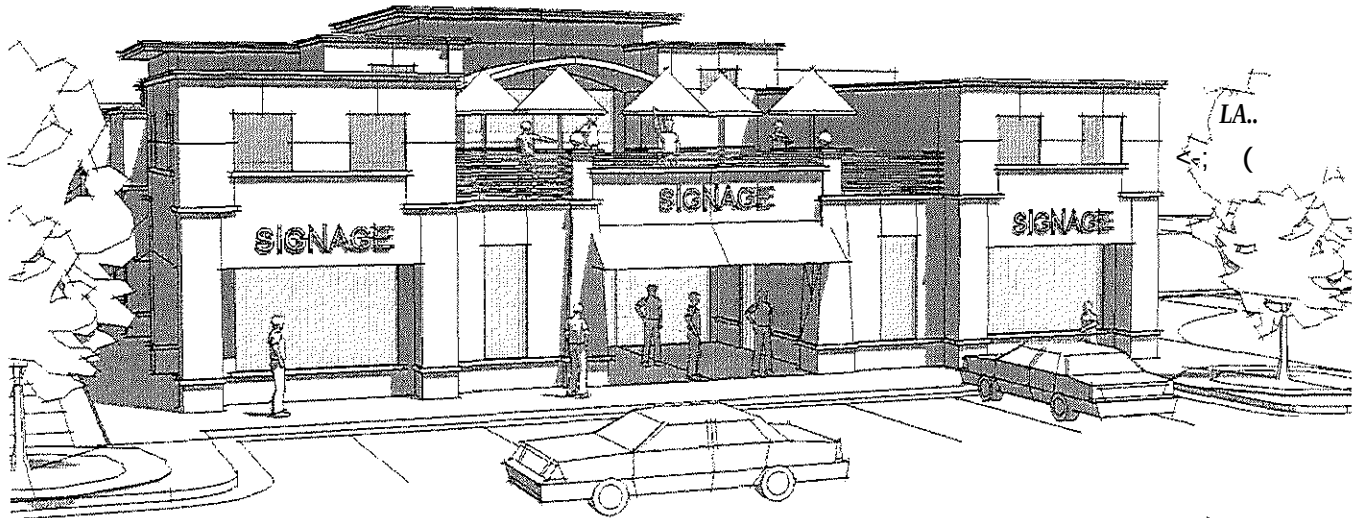
LANDLORD'S CONTRIBUTION FOR TENANT'S IMPROVEMENTS

Landlord shall have no obligation to contribute to any sums to City to perform any of City's Work or any other improvements performed or undertaken by City.

- SECTION B -

SIGN CRITERIA

A. City's sign package shall comply with the sign criteria package attached hereto prepared by Hill Foley Rossi and Associates.



HILL "FOLEY" ROSSI and Associates, LLC
ARCHITECTURE ENGINEERING SPACE PLANNING

Tri-County Station
City Sign Criteria

The necessity for establishing certain basic guidelines which must be followed by sign companies serves a two-fold purpose. First, it will protect you, the tenant in obtaining a sign which meets standards of good design and workmanship. Secondly, it helps to assure the Center's owners of an attractive shopping center, unmarred by poorly designed, badly proportioned signing.

The most attractive and economically successful shopping centers are those which have insisted upon sign control. This information with the accompanying sign criteria drawings should be given to your sign company to serve as a guide in preparing their design and cost estimates for your approval.

The basic criteria governing building mounted fascia signs are as follows:

1. There shall be no flashing action or other mechanical animation allowed on tenant sign.
2. City signs must be kept clean and in good operating condition. We recommend that you develop a maintenance program to assure that your sign will always appear inviting to your customers and enhance the overall appearance of the shopping center.
3. If Landlord is providing a pre-finished lease space: Primary wiring to the sign will be provided by the tenant, in a junction box behind the fascia. Secondary wiring and connection to the sign control circuit J- box shall be by tenant. The sign primary wiring shall be one(1) 20 -

- amp circuit with time clock control.
4. If City is providing interior finish out and landlord is providing building shell: Primary wiring to the sign will be provided by the tenant, in a junction box behind the fascia. Secondary wiring and connection to the sign control circuit J-box shall be by tenant. City shall provide a time clock control on circuit for the sign.

The specific requirements for tenants' signs are as follows:

- A. Fascia mounted tenant signs:
- 1) The maximum overall horizontal length of a sign shall be held at least 12" minimum from each side of architectural elements or alignments from architectural elements. The sign shall be centered over City's space between architectural elements, both horizontally and vertically within the sign band.
 - 2) The maximum overall vertical height shall be 30".
 - 3) All signs shall be in the form of block type individual letters mounted on external raceway mounted to surface of wall. Letter style shall be submitted to and approved by the Landlord. Letters may be upper and /or lower case. Interior illuminated box-type signs (otherwise known as "can signs") or panels with painted or cut-out plastic, metal or wood letters will not be permitted on the building.
 - 4) Sign letters shall be channel type, constructed of aluminum or porcelain enameled steel (sidewall and back) with a minimum 4" sidewall depth and with Plexiglas faces. Lighted from the interior with fluorescent neon tubing.
 - 5) Exterior sidewall of letter shall be black. Trim caps shall be black.
 - 6) The minimum gauge of metal to be used to fabricate sign letters shall be 18 gauge steel covered with porcelain enamel or .040 gauge aluminum.
 - 7) The minimum thickness for the Plexiglas facing shall be 3/16". Color of letters shall be white (no exceptions).
 - 8) All letter faces shall be Rhon & Haas Plexiglas or of equal quality.
 - 9) Neon tubing to be powered by 60 M.A. transformer. The number of rows of tubing shall be dependent upon face width (stroke) of the letters, in order to achieve even light distribution across the plastic letter face.
 - 10) All fasteners, screws, bolts, etc. used in the fabrication of the sign shall be (rust proof) non-ferrous. Installation must be compatible with the building design and shall not be in conflict with any structural aspects of the building. All sign supports shall be concealed from view.
 - 11) Letters to be moisture and dust tight for long life and ease of maintenance.
 - 12) Wiring bar or raceway shall be external and shall be painted to match adjacent building material. Submit to Landlord proposed color and sample of paint for raceway. Wiring shall be routed in conduit from raceway to an electrical J-box mounted behind the fascia. Under no condition shall the routing of the conduit penetrate the roof.
 - 13) Any penetrations in the structure for attachment of the sign shall be made in a manner as not to adversely affect the building's facade, structure or electrical systems. Penetrations shall be kept to a minimum, concealed from view and watertight. In the case of masonry exterior finishes, penetrations shall be limited to the mortar joints.
 - 14) If wood blocking is required behind fascia for the mounting of the sign, the sign company shall provide and install non-combustible wood as required.

- B. Approval from Landlord
- 1) Location and attachment of all wood blocking by City. Any damage done to adjacent blocking installations made by City will be repaired by City at City's expense.
 - 2) All sign drawings shall be submitted to the landlord in triplicate for approval. Drawings are to be submitted for approval by an established and professional sign manufacturing company, before fabrication has begun. Any sign erected without being approved and not meeting the sign criteria, will be at the tenant's risk. All signs are to be installed in conjunction with any City and /or State Codes established within the community.
 - 3) Submit to Landlord proposed color and sample of paint for raceway.
 - 4) Sign Company of sign installer shall not stand or place any weight on canopy roof in an effort to install the sign above a tenant's lease space. Any damage to canopy will be charged to the tenant and /or the sign company installer.
 - 5) The attached exhibit drawings SG-1, SG-2 and SG-3 are guides to graphic delineation for allowable sign placement at different architectural elements of the building.
 - 6) A Project Monument sign will be provided to identify the development and marquee selected tenants as approved by the developer per attached exhibit SG-4. No other ground mounted signs of any type will be permitted.
- C. The attached exhibit drawings SG-1, SG-2 and SG-3 are guides to graphic delineation for allowable sign placement at different architectural elements of the building.

- SECTION C -

PYLON SIGN

EXHIBIT “C-1”

S&P PROPOSAL

(See Attached)

EXHIBIT "D"

RENT COMMENCEMENT DATE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2019 by the CITY OF SOUTH FULTON, (hereinafter referred "City") in favor of JONES BRIDGE ROAD ASSOCIATES, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Landlord").

WHEREAS, Landlord and City entered into a lease, dated _____, 2019 (hereinafter referred to as the "Lease") for a space described as Suite 1300 in Tri-County Station;

NOW, THEREFORE, pursuant to the provisions of Section 2.2 of the Lease, City agrees as follows:

1. City is in possession of, and has accepted, the Premises demised by the Lease. City further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or off-sets against the enforcement of the Lease by Landlord.

2. The Rent Commencement Date of the Lease Term is _____, 2019 and the Expiration Date of the Lease Term is _____, 2019.

3. Terms used herein are defined in the Lease,

IN WITNESSETH HEREOF, the parties hereto have signed and sealed this Agreement, the _____ day of _____, 2019.

LANDLORD:
JONES BRIDGE ROAD ASSOCIATES, LLC

TENANT:
CITY OF SOUTH FULTON

By: _____
Hwasuk Ko
Its: President

By: _____
Name: _____
Title: _____

EXHIBIT E

RULES AND REGULATIONS

1. The sidewalks, and public portions of the Center, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, and the streets, alleys or ways surrounding or in the vicinity of shall not be obstructed, even temporarily, or encumbered by City or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Center. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by City on any part of the outside of the Premises or the Center or on windows or other glass surfaces (including without limitation glass storefronts). Signs on any City doors shall conform to Landlord's sign criteria or otherwise approved by Landlord in writing. Signs on doors shall, at City's expense, be inscribed, painted or affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by City, Landlord may remove same without any liability, and may charge the expense incurred by such removal to City.

4. All articles and the arrangement style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture, and store fixtures, shall be subject to Landlord's approval, and, in any case, shall be maintained in keeping with the character and standards of McDaniel Square.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Center, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by City, if caused by it or its agents, employees, contractors, licensees or invitees.

7. City shall not in any way deface any part of the Premises or the Center. If City desires to use linoleum or other similar floor covering, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive materials, which are not water soluble, are expressly prohibited.

8. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises. City shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. No space in the Center shall be used for manufacturing, distribution, or for the storage of merchandise or for the sale of merchandise, goods, or property of any kind at auction.

10. City shall not make, or permit to be made, any unseemly or disturbing noises or disturb or

interfere with occupants of the Center or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. City shall not throw anything out of the doors, windows or skylights or down the passageways. City shall not cause or permit any unseemly or disturbing activity or conduct to be visible through any window, opening, doorway, glass storefront or other glass surface or any other means of visibility that disturbs or interferes with (i) tenants or other occupants of the Center or their licensees or invitees or (ii) neighboring buildings or premises or those having business with them, including without limitation, receptions, parties, recreation and other activities of a social nature not directly related to City's use of the Premises.

11. Neither City, nor any of City's servants, employees, contractors, agents, visitors, or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of City's permitted business.

13. City shall not overload any floor. All deliveries or removals, or the carrying in or out of any freight, furniture, or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Center and to exclude from the Center all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. City shall not occupy or permit any portion of the Premises to be occupied, without Landlord's expressed prior written consent, as an office for a public stenographer or typist, or for non police related purposes, the possession, storage, manufacture or sale of liquor, narcotics, dope, tobacco in any form, or as a barber or manicure shop, or as a public employment bureau or agency, or for a public finance (personal loan). City shall not engage or pay any employees on the Premises, except those actually working for City on said premises, nor advertise for laborers giving an address at the Center.

15. City agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing, and other maintenance work of the Premises and of the City's furniture, fixtures and equipment. City agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose without Landlord's prior written consent.

16. Except as expressly provided for otherwise in this Lease, Landlord shall have the right to prohibit any advertising by City which, in Landlord's opinion, tends to impair the reputation of the Center or its desirability as a shopping center, and upon written notice from Landlord, City shall refrain from or discontinue such advertising.

19. Canvassing, soliciting, and peddling in the Center are prohibited and City shall cooperate to prevent the same.

20. There shall not be used in any space, or in the Common Areas, either by City or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

21. Parking facilities shall be used by vehicles that may occupy a standard parking area only. Moreover, the use of such parking facilities shall be limited to normal retail parking and shall not be used for a continuous (i.e. overnight) parking of any other vehicles regardless of size.

23. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Center.

24. City shall abide by all State, County or local no-smoking restrictions in all areas within the Center, and the Common Areas.

25. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including Special Stipulations) of the Lease, which text shall control in the instance of conflict.

EXHIBIT "F"
FINAL WAIVER OF LIEN

STATE OF GEORGIA

SS:

COUNTY OF _

TO WHOM IT MAY CONCERN:

WHEREAS, _____ (business name), doing business at _____ (address) has been retained by _____ to furnish _____ for the Premises known as _____ Shopping Center, _____ (address) Suite No _____

and now, through its owner or duly authorized agent, wishes to waive and discharge all charges, liens or claims of liens whether now existing or capable of being asserted by virtue of work done at or within the Premises.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of _____ Dollars (\$_____) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby forever waive and release any and all actual or potential liens or claims or notice or intent of lien under the statutes of the state in which the Premises is located relating to mechanic's, supplier's or artisan's or any other charges or liens, on the above Premises and improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor or services, material, equipment, fixtures or apparatus heretofore furnished by the undersigned for the above Premises of which may be furnished by the undersigned for the above Premises in accordance with any existing obligation of the undersigned at any time hereafter. All recipients of this final Waiver shall be entitled to rely on the truth and accuracy of its contents.

The undersigned has placed his hand and seal below on this _____ day of _____, 20____

BUSINESS NAME:

[CORPORATE SEAL]

Signature:

Name:

Title:

NOTE: If the waiver is for a corporation, the corporate name should be used, corporate seal affixed and the title of officer signing waiver should be set forth.

STATE OF GEORGIA

SS:

COUNTY OF

BEFORE ME, the undersigned, a notary Public in and for Said County and State, on this day personally appeared _____ known to me to be the person and, (if applicable, Officer) whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the _____ (business entity), and that he executed the same as the act of such _____ (business entity) for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 20____

[NOTARY PUBLIC SEAL]

My commission expires:

EXHIBIT “G”

VALET PARKING AREA

EXHIBIT “H”

RESERVED.

TENANT INFORMATION SHEET

(For Administrative purposes only)

Company

Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Web Site: _____

Individuals: (owners, officers, guarantors)

Name: _____

Address (Res.) _____

Telephone: _____

Mobile Phone: _____

E-mail: _____

SSN: _____

Name: _____

Address (Res.) _____

Telephone: _____

Mobile Phone: _____

E-mail: _____

SSN: _____

Name: _____

Address (Res.) _____

Telephone: _____

Mobile Phone: _____

E-mail: _____

SSN: _____



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL SPECIAL MEETING



SUBJECT: Executive Session (CLOSED)

**DATE OF
MEETING:** 2/1/2019

DEPARTMENT: City Council
