

12-0-1606

(Do Not Write Above This Line)

AN ORDINANCE  
BY: COUNCILMEMBER HOWARD SHOOK

AN ORDINANCE AUTHORIZING AND ADOPTING A MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE LEASE OF CERTAIN PROPERTY HAVING AN ADDRESS OF 72 MARIETTA STREET, ATLANTA, GEORGIA BY THE DEPARTMENT OF WATERSHED MANAGEMENT ("DWM"); THAT ALL AMOUNTS AUTHORIZED UNDER THE MOU SHALL BE TRANSFERRED FROM (DWM ACCOUNT INFO) TO (COA/GENERAL FUND ACCOUNT INFO) FOR THE PAYMENT OF ANNUAL RENT AND OPERATING EXPENSES; AND FOR OTHER PURPOSES.

substitute  
ADOPTED BY

NOV 19 2012

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/5/12  
Referred To: Finance/Excc  
Date Referred:  
Referred To:  
Date Referred:  
Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

Committee  
Date  
Chair  
Action  
Fav, Adv, Hold (see rev. side)  
Other  
Members

11-14-12  
Chair  
Action  
Fav, Adv, Hold (see rev. side)  
Other  
Members

Refer To

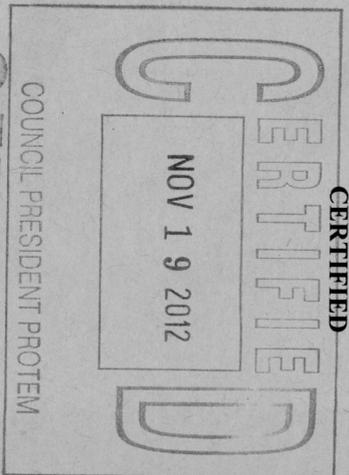
Committee

Date  
Chair  
Action  
Fav, Adv, Hold (see rev. side)  
Other  
Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote



Paul D...  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

NOV 28 2012  
WITHOUT SIGNATURE  
BY OPERATION OF LAW



**A SUBSTITUTE ORDINANCE BY  
FINANCE/EXECUTIVE COMMITTEE**

12-O-1606

**AN ORDINANCE AUTHORIZING AND ADOPTING A MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE LEASE OF CERTAIN PROPERTY HAVING AN ADDRESS OF 72 MARIETTA STREET, ATLANTA, GEORGIA BY THE DEPARTMENT OF WATERSHED MANAGEMENT (“DWM”); THAT ALL AMOUNTS AUTHORIZED UNDER THE MOU SHALL BE TRANSFERED FROM THE DWM FUND TO THE GENERAL FUND FOR THE PAYMENT OF ANNUAL RENT AND OPERATING EXPENSES; AND FOR OTHER PURPOSES.**

**WHEREAS**, in 2010 the City of Atlanta (“City”) acquired fee simple title to that certain parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia containing approximately 5.807 acres of land and as more particularly described in the legal description attached hereto as Exhibit A (“Property”), through a donation from Cox Enterprises, Inc. and operates the Property as an asset of the City’s General Fund by and through the Office of Enterprise Assets Management (“OEAM”); and

**WHEREAS**, the acquisition of Property provided the City with additional space for offices, warehouse storage and parking in the City’s downtown area in close proximity to City Hall for a variety of the City’s administrative operations; and

**WHEREAS**, located on the Property is (a) an office building containing approximately 179,536 square feet of space (“Office Building”), (b) a production building containing approximately 269,934 square feet of space (“Production Building”), a warehouse building containing approximately 66,551 square feet of space (“Warehouse”) and a surface parking lot (“Parking Lot”); and

**WHEREAS**, DWM desires to use a portion of the Office Building, Production Building, Warehouse and Parking Lot to centrally locate DWM’s administrative and training functions in one space; and

**WHEREAS**, DWM will occupy approximately 144,691 rentable square feet of the Office Building, approximately 11,403 rentable square feet of the Production Building and approximately 20,000 rentable square feet in the Warehouse, (collectively, the “Premises”); and

**WHEREAS**, DWM and OEAM desire to enter into a Memorandum of Understanding (“MOU”) establishing the base rent and other terms and conditions for DWM’s lease of the Premises, as more particularly described in the MOU attached hereto as Exhibits B and C, respectively, for such amounts described in this ordinance and the MOU; and

**WHEREAS**, the Chief Operating Officer, Chief Financial Officer, Commissioner of the Department of Watershed Management (“DWM”) and Director of the Office of Enterprise Assets Management (“OEAM”) desire that the affected City departments and offices enter into a Memorandum of Understanding for the purpose of Department of Watershed Management’s lease of the Premises.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS**, as follows:



**SECTION 1:** The MOU, as attached hereto as Exhibit B is hereby approved and adopted. The Commissioner of DWM, the Chief Financial Officer, and the Chief Operating Officer are authorized to execute the MOU on behalf of the City departments approving the terms and conditions of the MOU, which shall govern the use of the Premises by DWM, functioning as a tenant, and the operation, maintenance; and the repair of the Premises by and through OEAM on behalf of the General Fund, functioning as landlord.

**SECTION 2:** The term of the MOU shall be ten (10) years, unless otherwise amended or renewed by further action of City Council approving any such renewal or amendment.

**SECTION 3:** DWM shall pay Base Rent and Additional Rent, as more particularly described in Exhibit C of the MOU, which shall be transferred by inter-departmental journal transfers on the first day of each Fiscal Year of the Lease Term, as further described in the MOU. The Chief Financial Officer is further authorized to transfer all funds owing under the MOU from DWM and deposit to the general fund account utilizing inter-departmental journal transfers.

**SECTION 4:** The Chief Financial Officer is authorized to make all payments for amounts contemplated under the MOU in accordance with the terms set forth therein, as follows:

**PAY AMOUNTS FROM DWM FUND:**

The Chief Financial Officer is authorized to pay and deposit all amounts for the rents and operational expenses incurred during FY 2012 and FY 2013, as follows:

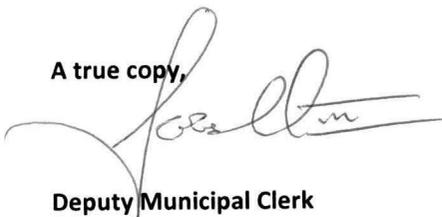
<u>Water &amp; Wastewater Revenue Fund</u>	<u>EXE 72 Marietta Buildings</u>	<u>Operating Lease/Rental-Building</u>	<u>General Gov-Buildings &amp; Plant-72 Marietta St</u>
5051	040423	5223103	1565001

**DEPOSIT DWM FUNDS TO GENERAL FUND:**

<u>General Fund</u>	<u>Office of OEAM</u>	<u>Buildings Rentals/General</u>	<u>General Suoervision</u>
1001	040415	3810008	1511000

**SECTION 4:** That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

A true copy,



Deputy Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

November 19, 2012  
November 28, 2012



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**



## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### Parcel I

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the westerly right-of-way line of Marietta Street (variable width right-of-way) and the northerly right-of-way line of Fairlie Street (variable width right-of-way); Thence run along and coincident with the northerly right-of-way line of Fairlie Street South 49 degrees 32 minutes 02 seconds West, a distance of 207.01 feet to a point; thence continue to run along and coincident with the northerly right-of-way line of Fairlie Street South 50 degrees 14 minutes 22 seconds West, a distance of 30.37 feet to a point; thence continue to run along and coincident with the northerly right-of-way line of Fairlie Street South 49 degrees 33 minutes 53 seconds West, a distance of 118.21 feet to a point; thence leave the northerly right-of-way line of Fairlie Street North 50 degrees 25 minutes 00 seconds West, a distance of 10.77 feet to a point; thence run North 50 degrees 39 minutes 00 seconds West, a distance of 307.75 feet to a point; thence run North 43 degrees 17 minutes 00 seconds West, a distance of 67.88 feet to a point; thence run along the arc of a curve to the right, an arc distance of 490.19 feet (said curve having a radius of 1230.46 feet, being subtended by a chord bearing of North 33 degrees 29 minutes 43 seconds West, a chord distance of 486.95 feet) to a point located all the southerly right-of-way line of Techwood Drive (74' right-of-way); thence run along and coincident with the southerly right-of-way line of Techwood Drive along the arc of a curve to the right, an arc distance of 5.21 feet (said curve having a radius of 1469.39 feet, being subtended by a chord bearing of South 49 degrees 58 minutes 38 seconds West, a chord distance of 5.21 feet) to a point; thence leave the southerly right-of-way line of Techwood Drive North 17 degrees 27 minutes 02 seconds West, a distance of 80.45 feet to a point located on the northerly right-of-way line of Techwood Drive; thence run along and coincident with the northerly right-of-way line of Techwood Drive along the arc of a curve to the left, an arc distance of 3.04 feet (said curve having a radius of 1395.39 feet, being subtended by a chord bearing of North 48 degrees 45 minutes 13 seconds East, a chord distance of 3.04 feet) to a point; thence continue along the northerly right-of-way line of Techwood Drive North 48 degrees 41 minutes 29 seconds East, a



distance of 23.96 feet to a point; thence run South 36 degrees 50 minutes 46 seconds East, a distance of 6.22 feet to a point; thence run North 48 degrees 41 minutes 29 seconds East, a distance of 135.01 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 67.93 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 22.20 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 66.14 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 106.11 feet to a point; thence run North 49 degrees 07 minutes 21 seconds East, a distance of 0.36 feet to a point; thence run South 40 degrees 32 minutes 51 seconds East, a distance of 59.20 feet to a point; thence run South 50 degrees 25 minutes 10 seconds West, a distance of 2.86 feet to a point; thence run South 40 degrees 16 minutes 31 seconds East, a distance of 89.79 feet to a point; thence run South 28 degrees 19 minutes 21 seconds East, a distance of 61.21 feet to a point; thence run South 40 degrees 30 minutes 30 seconds East, a distance of 267.55 feet to a point; thence run South 49 degrees 17 minutes 45 seconds West, a distance of 6.07 feet to a point; thence run South 40 degrees 42 minutes 16 seconds East, a distance of 107.32 feet to a point; thence run North 49 degrees 46 minutes 06 seconds East, a distance of 206.66 feet to a point located on the westerly right-of-way line of Marietta Street; thence run along and coincident with the westerly right-of-way line of Marietta Street South 40 degrees 27 minutes 15 seconds East, a distance of 89.02 feet to a point, said point being the Point of Beginning; said parcel containing 4.709 acres (205,130 square feet) according to the Survey identified below.

#### Parcel II

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly right-of-way line of Fairlie Street (variable width right-of-way) and the westerly right-of-way line of Marietta Street (variable width right-of-way); thence run along and coincident with the westerly right-of-way line of Marietta Street South 40 degrees 14 minutes 56 seconds East, a distance of 50.21 feet to a point; thence leave the westerly right-of-way line of Marietta Street and run South 49 degrees 31 minutes 53 seconds West, a distance of 116.03 feet to a point; thence run South 40 degrees 07 minutes 38 seconds East, a distance of 145.31 feet to a point located on the northerly right-of-



way line of Forsyth Street (variable width right-of-way); thence run along and coincident with the northerly right-of-way line of Forsyth Street South 49 degrees 20 minutes 46 seconds West, a distance of 198.42 feet to a point; thence leave the northerly right-of-way line of Forsyth Street and run North 50 degrees 33 minutes 46 seconds West, a distance of 159.19 feet to a point; thence run along the arc of a curve to the right, an arc distance of 57.14 feet (said curve having a radius of 32.97 feet, being subtended by a chord bearing of North 00 degrees 54 minutes 49 seconds West, a chord distance of 50.25 feet) to a point located on the southerly right-of-way line of Fairlie Street; thence run along and coincident with the southerly right-of-way line of Fairlie Street North 48 degrees 44 minutes 08 seconds East, a distance of 40.20 feet to a point; thence continue to run along and coincident with the southerly right-of-way line of Fairlie Street North 49 degrees 30 minutes 08 seconds East, a distance of 271.21 feet to a point, said point being the Point of Beginning; said parcel containing 1.098 acres (47,811 square feet; Parcel I and Parcel II being as more fully shown by that certain "As-built Survey of 72 Marietta Street for City of Atlanta", by Lowe Engineers, dated November 22, 2010, sealed by Scott C. North, GA RLS # 3176, which survey is incorporated herein by reference (the "Survey").

Together with those easements as described in the following instruments:

- (a) Easement reserved in General Warranty Deed from Cox Enterprises, Inc., successor to Atlanta Newspapers, Inc., to Omni International, Ltd., dated March 5, 1973, filed March 7, 1973, recorded at Deed Book 5770, page 239, as amended by Amendment to General Warranty Deed by and between Cox Enterprises, Inc., successor to Atlanta Newspapers, Inc., and Omni International, Ltd., filed May 14, 1973, recorded at Deed Book 5819, Page 92, Fulton County Records.
- (b) Grant of Easement from City of Atlanta and Fulton County Recreation Authority to CNN Center Ventures and Cox Enterprises, Inc., d/b/a Atlanta Journal & Constitution of the Atlanta Newspapers Division, dated July 17, 2000, filed July 18, 2000, recorded at Deed Book 29276, page 521, Fulton County Records,
- (c) Grant of Easement from City of Atlanta and Fulton County Recreation Authority to Cox Enterprises, Inc., d/b/a Atlanta Journal & Constitution of the Atlanta Newspapers Division, dated July 17, 2000, filed July 18, 2000, recorded at Deed Book 29276, page 550, Fulton County Records.



**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING**



**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY OF ATLANTA  
(ON BEHALF OF ITS GENERAL FUND)  
ACTING BY AND THROUGH THE OFFICE OF ENTERPRISE ASSETS MANAGEMENT  
AND THE DEPARTMENT OF WATERSHED MANAGEMENT  
(ON BEHALF OF ITS ENTERPRISE FUND)**

**FOR THE LEASE OF  
72 MARIETTA STREET, NW  
ATLANTA, GA 30303**



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EXHIBIT LIST

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

SITE PLAN & BUILDING FLOOR PLAN

EXHIBIT C

SCHEDULE OF BASE RENT



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING FOR THE LEASE OF A PORTION OF THE BUILDING LOCATED AT 72 MARIETTA STREET NW, ATLANTA, GEORGIA** (this "Lease") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date"), by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia ("Landlord" or the "City") acting by and through the **OFFICE OF ENTERPRISE ASSETS MANAGEMENT**, a department of the City that manages the City's real estate asset holdings and facilities ("OEAM"), and the **DEPARTMENT OF WATERSHED MANAGEMENT**, a department and distinct administrative division of the City that operates and maintains the City's water and sewer utilities ("Tenant" or "DWM").

### WITNESSETH:

**WHEREAS**, the City acquired fee title to the Property (as defined below) in 2010 through a donation from Cox Enterprises, Inc. and operates the Property as an asset of the City's General Fund (as defined below) by and through OEAM; and

**WHEREAS**, the acquisition of Property provided the City with additional office space, warehouse storage and parking in downtown Atlanta and in close proximity to City Hall for its administrative operations; and

**WHEREAS**, DWM desires to utilize a portion of the Building (as defined below) for use as a central administrative and training facility, which facility will provide sufficient space to house DWM in one location; and

**WHEREAS**, DWM began occupancy and use of the Premises (as defined below) on July 1, 2011 and it is acknowledged that a reconciliation for rent and operating expenses in connection with DWM's occupancy and use of the Premises for the period of July 1, 2011 through June 30, 2012 will be negotiated and settled between the parties in a separate agreement; and

**WHEREAS**, the Chief Operating Officer, Chief Financial Officer, Commissioner of DWM and Director of Real Estate Portfolio desire that the City enter into a Memorandum of Understanding for DWM's lease of the Premises and the Warehouse (as defined below); and

**WHEREAS**, Ordinance [\_\_\_\_\_] adopted by the Atlanta City Council on [\_\_\_\_\_] 2012, and approved by the Mayor on [\_\_\_\_\_] 2012, and incorporated herein by this reference, authorizes the Mayor to enter into this Lease under the terms and conditions specified herein and recommends that the respective obligations of the parties functioning in the capacity as Landlord and Tenant be memorialized in this Lease.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the mutual promises and covenants between the parties herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby mutually agree as follows:



## 1. Definitions.

For purposes of this Lease and any attached exhibits, the following terms shall have the following meanings:

(a) "Additional Rent" means any amounts due under this Lease that are in addition to Base Rent.

(b) "Base Rent" means the annual rental of the Premises and the Warehouse payable at the beginning of each Fiscal Year, subject to the rates, escalations and other provisions of **Exhibit C**. Base Rent includes Operating Expenses as initially estimated by Landlord as of the Effective Date. Any adjustments thereto for any Fiscal Year during the Lease Term will be captured in Additional Rent.

(c) "Base Year" means the second Fiscal Year of the Lease Term (July 1, 2013 through June 30, 2014).

(d) "Building" means that certain building, including the annexes thereto containing warehouse space and a production center, situated on the Property and having an address of 72 Marietta Street NW, Atlanta, Georgia 30303.

(e) "Common Areas" means the Tenant Non-Exclusive Common Areas and the Service Areas, collectively.

(f) "Enterprise Fund" means, generally, a special purpose fund of the City, the funds of which are funded by rates, fees and service charges for water and sewage and used to pay expenses in connection with the City's water and wastewater system or as more particularly governed by applicable federal or state laws and regulations or bond ordinances.

(g) "Expense Year" means any Fiscal Year of the Lease Term following the Base Year.

(h) "Fiscal Year" means the budget period used by the City for purposes of annual accounting and financial reconciliation, currently this period runs from July 1 to June 30.

(i) "General Fund" means the City's primary operating fund, the funds of which are funded by taxes, license and permit fees, fines, service charges and grants and used to pay the City's administrative and operating expenses except those required by law to be accounted for in any separate and special purpose fund.

(j) "Hazardous Material(s)" means any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or words of similar import under applicable Legal Requirements, including, without limitation, oil and petroleum products, natural or synthetic gas, polychlorinated biphenyls, asbestos in any form, urea formaldehyde, radon gas, or the emission of non-ionizing radiation, microwave radiation or electromagnetic fields at levels in excess of those, if any, specified by any Legal Authority or which may cause a health hazard or danger to property, or the emission of any form of ionizing radiation, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, mutagenic or otherwise hazardous or any other pollution under



any applicable Legal Requirements. Hazardous Materials shall not include reasonable quantities of conventional cleaning and office supplies used in a normal office environment and in compliance with all Legal Requirements.

(k) "Lease Term" means a term commencing on the Rent Commencement Date and expiring on the last day of the calendar month ten (10) years after the month in which falls the Rent Commencement Date.

(l) "Legal Authority" means any domestic or foreign federal, state, county, municipal, or other government or governmental or quasi-governmental department, commission, board, bureau, court, agency, or instrumentality having jurisdiction or authority over Landlord, Tenant and/or all or any part of the Premises or the Property.

(m) "Legal Requirements" means any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, registration, or other direction or requirement of any Legal Authority, including, without limitation, the Americans with Disabilities Act of 1990, as it has and may be later amended ("ADA"), which is now or in the future applicable to the Premises or the Property, including those not within the present contemplation of the parties; and the provisions of any applicable insurance policies in effect with respect to the Premises or the Property.

(n) "Normal Business Hours" means (i) 8:00 a.m. to 6:00 p.m. Mondays through Fridays, exclusive of normal business holidays and state and federal holidays. Tenant shall have access to the Premises and the Warehouse twenty-four (24) hours per day, seven (7) days per week, subject to compliance with any established security procedures of Landlord for access (e.g. through a card reader system) during times other than Normal Business Hours.

(o) "Operating Expenses" means all expenses, costs and obligations incurred or payable by Landlord because of or in connection with the ownership, operation, repair, replacement, restoration, maintenance and management of the Building, Common Areas and Parking Facility during or allocable to the Base Year or an Expense Year (other than expenses, costs and obligations specifically allocable to Tenant or other tenants of the Building), all as determined substantially in accordance with generally accepted accounting principles as reasonably determined by Landlord and consistently applied and in a manner deemed by Landlord to be in the best interest of the tenants of the Property and consistent with comparably classed office buildings in downtown Atlanta.

(p) "Parking Facility" means the surface parking lot located at 3 Fairlie Street, NW, Atlanta, Georgia 30303.

(q) "Permitted Use" means use of the Premises and the Warehouse for general office and warehouse uses, respectively, and for no other use or purpose.

(r) "Premises" means 156,094 rentable square feet in the Building as delineated on the site plan and building plan attached hereto as **Exhibit B** and incorporated herein by this reference.

(s) "Property" means that certain parcel of land lying and being in Land Lot 78 of the 14<sup>th</sup> District of Fulton County, Georgia of approximately 5.807 acres, as more



particularly described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference.

(t) "Rent Commencement Date" means July 1, 2012.

(u) "Service Areas" means those areas within the exterior walls of the Building used for building stairs, elevator shafts, flues, vents, stacks, pipe shafts, risers, mechanical rooms (containing machinery, equipment or controls for the air conditioning, security, telecommunications, elevators, and other systems in the Building), janitorial closets, electrical and telephone closets, and other similar facilities required to operate the Building or for the benefit of tenants of the Building generally, but which access is not granted to the tenants in common without prior permission from Landlord, and other areas or spaces, improvements, facilities, utility systems, equipment, signs (as the same may be enlarged, reduced, replaced, increased, removed or otherwise altered by Landlord in a manner not inconsistent with this Lease) of the Property, which may include, without limitation, (but shall not be deemed a representation as to their availability) utility systems, roofs, loading docks, landscaped areas, serviceways, ramps, and vertical or horizontal chases, risers, ducts, shafts or similar passageways (but shall not include any such areas designated for the exclusive use of a particular Building tenant or other tenant of the Building) plus any area of the Building that is not: (A) Tenant Non-Exclusive Common Areas; (B) areas leased to tenants of the Building, including Tenant; or (C) areas that are held to be leased to future tenants of the Building.

(v) "Tenant Non-Exclusive Common Areas" (as initially constructed or as the same may at any time thereafter be enlarged or reduced by Landlord) means facilities or areas and improvements in the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the general public, including, at Landlord's option, but not limited to: (A) all such areas within the exterior walls of the Building devoted to corridors, elevator foyers, vending areas, restrooms, and (B) any such common roadways, service areas, driveways, access roads, decks, parking areas and facilities (including the Parking Facility) areas of ingress and egress, sidewalks and other pedestrian ways, tunnels, corridors, elevators, stairways, lobby areas, parcel pick-up stations and other facilities or areas and improvements in the Property.

(w) "Tenant's Proportionate Share" means the percentage which the Premises bears to the central office building (162,361 rentable square feet) and the rentable space of the production center annex (110,647 square feet), and shall be calculated by dividing the sum of the total rentable square footage of the central office building and production center annex by the rentable square footage of the Premises. As of the Effective Date, Tenant's Proportionate Share is 57.2% (156,094/273,008).

(x) "Warehouse" means 12,383 rentable square feet in the Building as delineated on the site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

2. **Lease Grant.** Subject to and upon the terms and conditions herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises and the Warehouse. Tenant shall also have a license to use on a non-exclusive basis, the Tenant Non-Exclusive Common Areas made available from time to time by Landlord, but not the Service Areas. The parties hereby agree that the square footage of the Premises and the Warehouse stated herein is not subject to dispute or remeasurement by either party.



3. Lease Term. This Lease shall continue in force beginning on the Rent Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision in this Lease.

4. Use. The Premises and the Warehouse shall be used in a manner consistent with the Permitted Use and for no other use or purpose whatsoever. Tenant agrees not to use or permit the use of the Premises or the Warehouse for any purpose which is illegal, dangerous to life, limb, or property or which, in Landlord's opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building or the Property.

5. Rent. Tenant agrees to pay Landlord throughout the Lease Term, without any setoff or deduction whatsoever, the Base Rent as the same shall become due hereunder, for the nonpayment of which Landlord shall be entitled to exercise all such rights and remedies as are herein provided in the case of the nonpayment. The annual Base Rent for each Fiscal Year or portion thereof during the Lease Term, as set forth in Exhibit C, shall be due and payable in advance on the first day of each Fiscal Year of the Lease Term, with such payment of Base Rent being made by a transfer of funds from a designated account of the Enterprise Fund to a designated account of the General Fund as authorized by approved budgets and legislation. "Rent" shall mean Base Rent and Additional Rent.

6. Operating Expenses.

(a) After the Base Year is established and beginning with the third Fiscal Year, Tenant agrees to pay Landlord for the remainder of the Lease Term, as Additional Rent, Tenant's Proportionate Share of the annual Operating Expenses to the extent that Operating Expenses exceed Base Rent. The annual Operating Expenses for each Expense Year or portion thereof during the Lease Term shall be due and payable when the payment of Base Rent is due, as described in this Lease and subject to any adjustments as provided herein. This Lease shall operate as a standard base year commercial lease of office space in which the Operating Expenses for the Building during the Base Year will serve as the floor over which any increases will be passed to Tenant and other tenants, if any, of the Building.

(b) Operating Expenses shall include, without limitation, the following:

- (i) All wages, salaries, withholdings and benefits of all employees and personnel, including without limitation, security and maintenance personnel, directly engaged in connection with the operation, maintenance and repair of the Building, Parking Facility and Property;
- (ii) All costs and expenses, including supplies and materials, of all repairs, equipping, operation, maintenance, of or to the Building, including without limitation, floors, ceilings, roofs, windows, elevators, any structures of any portion of the Building, if any, which are enclosed by walls and roof, as may exist from time to time, all parking areas, paving, curbs, walkways, entranceways, roads, heating, ventilating and air conditioning systems;
- (iii) All costs and expenses of operating, equipping, upgrading, maintaining, repairing, replacing, lighting, cleaning, painting and stripping of, and removing garbage, snow, ice, trash and debris from, the Building, Parking Facility and Property, including without limitation, preventative maintenance, operating, maintaining, repairing and replacing ducts, conduits



and similar items, fire protection systems, sprinkler systems, security alarm systems, storm and sanitary drainage systems and other utility systems, energy saving devices, signs and markers, and costs and expenses of complying with any Legal Requirements;

- (iv) Cost of all utilities, including without limitation, water, sewer, electricity, gas and fuel oil used by the Building and not charged directly to a specific tenant;
- (v) Cost of maintenance and service agreements for janitorial services, landscaping, security, pest control, trash and garbage removal, snow removal, window cleaning, grounds maintenance, plumbing, heating, ventilation and air-conditioning service and elevator, and any accounting, legal, architectural, engineering and other consultant fees for the Building, Parking Facility or Property;
- (vi) Cost of all insurance premiums and deductible amounts relating to the Building, Parking Facility and Property and Landlord's personal property used in connection therewith, including without limitation, casualty and liability insurance applicable to the same, provided that such cost is not included if and to the extent that such cost is otherwise assessed by Landlord to Tenant through the annual indirect cost allocation process conducted in connection with the close of each Fiscal Year; and
- (vii) Cost, including interest at then market rates, amortized over its useful life, of any capital improvement made to the Building by Landlord after the Effective Date which is required under any Legal Requirement or enhances the Building for the general benefit of the tenants thereof or is intended to improve the operating efficiency of any system in the Building so long as the anticipated cost savings of such system exceed the costs of the capital improvement.

(c) Notwithstanding the foregoing, the following expenses shall not be included in Operating Expenses:

- (i) Cost of mortgage financing, interest or amortization payments on any mortgage payment;
- (ii) Costs of repairs incurred by reasons of fire or other casualty or condemnation to the extent that Landlord is compensated therefor through proceeds of insurance or condemnation awards;
- (iii) All other expenses for which Landlord has actually received reimbursement (such as by insurance and by other tenants of the Building) except as Additional Rent under the provisions of Subparagraph 6(b);
- (iv) Electricity costs or overtime heating and air-conditioning costs, if charged separately to and actually paid by any other tenant in the Building;
- (v) Alterations by any tenant of the Building or renovations for any tenant of the Building;
- (vi) Depreciation of the Building;
- (vii) Landlord's general administrative expenses not related to the operation and maintenance of the Building;
- (viii) Fines, penalties or interest assessed by a Legal Authority as a result of Landlord's failure to comply with Legal Requirements; and
- (ix) Legal fees for enforcing other tenants' leases.



(d) Landlord shall, on or before June 15 of each Expense Year, provide Tenant with a statement of the estimated installment of Tenant's Proportionate Share of Operating Expenses for the upcoming Fiscal Year, such installment to represent the projected excess, if any, of Operating Expenses of such Fiscal Year over the Operating Expenses for the Base Year. In the event Landlord has not provided Tenant with such statement prior to July 1 of any Fiscal Year during the Lease Term, Tenant shall continue to pay Tenant's Proportionate Share of Operating Expenses in the same amount as the previous Fiscal Year unless and until Landlord provides a statement for the current Fiscal Year. As soon as practical after June 30 of each Fiscal Year during the Lease Term, Landlord shall furnish to Tenant an itemized statement of the Operating Expenses for the Fiscal Year that just ended. Upon reasonable prior written request given no later than sixty (60) days following the date Landlord's statement is delivered to Tenant, Landlord will provide Tenant detailed documentation to support the itemized statement.

(e) At the end of any Fiscal Year of the Lease Term if Tenant has paid Landlord an amount in excess of Tenant's Proportionate Share of the actual Operating Expenses for such Fiscal Year, Landlord shall apply any such excess amount to any amount then owing to Landlord hereunder, and if none, to the next due installment of Additional Rent due hereunder. At the end of any Fiscal Year of the Lease Term if Tenant has paid Landlord an amount less than Tenant's Proportionate Share of the actual Operating Expenses for such Fiscal Year, Tenant shall pay Landlord any such deficiency within sixty (60) days after Tenant receives the annual statement.

(f) If the Building is less than ninety-five percent (95%) occupied during any Fiscal Year of the Lease Term, then the actual Operating Expenses for the Fiscal Year at issue shall be increased to the amount of Operating Expenses which Landlord reasonably determines would have been incurred during such period if the Building had been ninety-five percent (95%) occupied.

(g) Tenant, at Tenant's sole cost and expense, shall have the right to audit Landlord's books, with respect to Operating Expenses only, provided all of the following conditions are met: (i) Tenant must provide written notice at least ten (10) business days prior to the day it desires to conduct the audit; (ii) the audit shall be conducted during normal hours at Landlord's office where the books are kept; (iii) the audit shall be conducted using generally accepted accounting principles, modified to the extent consistent with typical practices in accounting for commercial real estate projects, consistently applied, and coordinated by Tenant's accounting personnel or by an independent and certified public accounting firm so long as such firm does not conduct audits on a contingent fee basis; and (iv) Tenant shall provide Landlord a report of the results of such audit. If Tenant audits Landlord's books and Landlord agrees that Landlord overcharged Tenant for Operating Expenses for the period in question, then Landlord shall reimburse Tenant the amount of such overcharge within thirty (30) days after such agreement or determination. In the event Tenant's audit discloses that Landlord undercharged Tenant for Operating Expenses for the period in question, then Tenant shall pay Landlord the amount of such undercharge within thirty (30) days after completion of the applicable audit. The pendency of Tenant's audit hereunder does not stay nor absolve Tenant's obligation to pay Rent as set forth herein.

7. Services to be Furnished by Landlord.

Landlord agrees to furnish Tenant the following services:



(a) Water and plumbing. Hot and cold water at those points of supply for drinking and lavatory purposes for the general use of tenants of the Building. Landlord shall maintain all plumbing in good working order to ensure that no material leaks and potable water is provided at those points of water supply for drinking and lavatory purposes. Landlord shall perform regular inspections of the plumbing and water supply facilities and shall make needed repairs, testing or take other measures, as may be necessary to correct deficiencies within a reasonable time after notice of such a need or after receiving a complaint from Tenant. All such complaints or reports from Tenant shall be made to the OEAM work order desk at (404) 330-6221.

(b) Routine maintenance and electric lighting service for the Common Areas in the manner and to the extent reasonably deemed by Landlord to be standard.

(c) Landlord shall furnish light bulbs and replacement service to Premises at no cost to Tenant.

(d) Janitorial service, five (5) days per week, exclusive of normal business holidays; provided, however, if Tenant's floor covering or other improvements require special treatment, Tenant shall pay the additional cleaning cost attributable thereto as an additional charge and part of the Rent upon presentation of a statement therefore by Landlord and approval by Tenant.

(e) Facilities to provide all electrical current required for general office use and occupancy of the Premises, including the cost of the electrical current. Any above standard electrical usage shall be at Tenant's expense at the rate as reasonably determined by Landlord from time to time, which charge shall be considered as additional charge included in the Rent and which Tenant shall pay promptly upon being invoiced therefore.

(f) Fluorescent and incandescent bulb replacement in the Common Areas.

(g) Passenger elevator service in common with other Building tenants for ingress to and egress from the Premises. Passenger elevators shall operate during same hours as standard building operating hours and at least one cab shall operate twenty-four (24 hours) per day, seven (7) days per week, including holidays.

(h) Heating and air-conditioning.

(i) Security services will be provided by Landlord for the Building twenty-four (24) hours per day, seven (7) days per week, including holidays.

(j) The failure by Landlord to any extent to furnish, or the interruption or termination of the services defined in this Paragraph 7, in whole or in part, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect nor be construed as an eviction of Tenant, nor work an abatement of Base Rent nor Operating Expenses, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Landlord shall restore services as rapidly as possible. If any portion of the Premises is untenable for ten (10) consecutive business days, such untenability subject to Landlord's reasonable assessment and discretion, Base Rent will abate commencing with eleventh (11<sup>th</sup>) day after the first day of untenability in proportion to the portion of the Premises which are rendered untenable. Landlord is responsible for consequential damages to Tenant resulting from interruption of services occasioned by Landlord's gross negligence.



(k) Any complaints or reports from Tenant regarding management of the Building and the services provided by Landlord as described in this Paragraph 7 shall be made to the OEAM work order desk at (404) 330-6221 during Normal Business Hours. Any reports from Tenant regarding emergency repairs outside of Normal Business Hours shall be made to either to the Fairlie Street guard booth at (404) 330-5583 or the command center in the Building at (404) 330-5572, which booth and command center will be staffed twenty-four (24) hours per day, seven (7) days per week, including holidays.

8. Improvements to be Made by Landlord. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter or improve the Premises, the Building or the Property except as the parties may agree from time to time and as are required to be made during the Lease Term by any Legal Authority or which are required to comply with any Legal Requirement applicable during the Lease Term.. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for and shall procure and maintain such license or permit. Tenant agrees to take the Premises in an "AS IS" condition as of the date possession is tendered.

9. Graphics. No sign of any type or description shall be erected, placed or painted in or about the Premises, the Warehouse, the Building or the Property, except those signs approved by Landlord, such approval not to be unreasonably withheld. Tenant shall be allotted a pro-rata portion of the Building directory located in the Building's lobby (based on Tenant's Proportionate Share), which directory shall be designed by Landlord in its sole discretion. Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any Building sign, directory or graphics thereon. Notwithstanding the foregoing and anything contained herein to the contrary, Tenant shall be expressly permitted to erect temporary signage and directories on the first floor of the Building and any other floors of the Building occupied by Tenant upon obtaining prior written approval by Landlord, which approval shall not be unreasonably delayed, withheld or conditioned.

10. Maintenance and Repair of Premises by Landlord.

(a) Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises other than repairs to the roof, foundation, parking and Common Areas, Service Areas, the structural soundness of the exterior walls, doors, corridors, exterior windows of the Building, the Property and Building standard mechanical, heating, ventilating and air-conditioning, electrical and plumbing systems servicing the Premises, included in Operating Expenses, which may be required from time to time, but only to the extent not caused by the acts of Tenant, its employees, agents, contractors, invitees, licensees, concessionaires, subtenants and/or assigns or resulting, directly or indirectly, from the installation of any improvements, fixtures and equipment by Tenant. In no event shall Landlord be responsible for the maintenance or repair of improvements that are not composed of Building grade construction or materials. It is further agreed that this Lease is made by Landlord and accepted by Tenant with the distinct understanding and agreement that Landlord shall have the right and privilege to make and build additions to the Building, the Property and Common Areas, and make such alterations and repairs to said Building, Property and Common Areas as it may deem wise and advisable without any liability to the Tenant therefore. Landlord is responsible for negligence of Landlord and its related parties. Landlord is responsible for latent defects.



(b) Notwithstanding anything to the contrary contained herein, in the case of any repair or improvement needed urgently to protect the health and safety of Tenant's employees or the general public or the essential operations of Tenant, Tenant shall be permitted to make or cause to be made any such needed repairs or improvements not so performed by or on behalf of Landlord within three (3) days of receipt of written notice of such needed repairs or improvements by Tenant. Tenant shall notify Landlord in writing of all other needed repairs and/or improvements to the Building or Parking Facility which constitute Landlord's services or obligations under this Lease. If Landlord fails to make such repairs or improvements within sixty (60) days of such written notice, Tenant shall notify the Chief Operating Office who will determine (i) if OEAM should proceed with the necessary repairs and/or improvements or (ii) if Tenant should proceed with the necessary repairs and/or improvements. All costs associated with any repairs and/or improvements performed by Tenant on Landlord's behalf under this Paragraph 10(b) shall be calculated at the end of each Fiscal Year and be included as an offset of Rent due for the following Expense Year.

#### 11. Repair and Maintenance Obligations of Tenant.

(a) Subject to Landlord's explicit obligations contained herein, Tenant agrees, at Tenant's cost and expense, to keep and maintain the Premises and the Warehouse and each and every part thereof in good order and condition and to make all repairs thereto, and the fixtures and equipment therein and the appurtenances thereto. Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises and the Warehouse to keep the same in a first-class, clean, neat and attractive condition. Tenant shall keep the inside of all glass in the doors and windows of the Premises clean. Tenant shall be responsible for the cost of all necessary repairs to non-Building standard mechanical, heating, ventilation and air-conditioning, electrical and plumbing systems or components thereof serving the Premises; provided, however, Landlord may, at its election, make such repairs if installed by Tenant. In addition to the foregoing, Tenant shall be solely responsible for the maintenance, operation and repair of any and all improvements and fixtures made or incorporated to the portion of the Premises designated as the "Production Center Annex" on the Site Plan attached hereto as **Exhibit B**, including, without limitation, improvements for heating, ventilation and air conditioning, fire protection and for the benefit of any utility system or fire suppression system. Any proposed plans for such improvements to the Production Center Annex shall be submitted to Landlord prior to implementation for review and approval, which approval shall not be unreasonably delayed, withheld or conditioned.

(b) Tenant agrees not to commit or allow to be committed any waste on any portion of the Premises, the Warehouse or the Building and at the termination of this Lease to deliver the Premises and the Warehouse to Landlord in as good condition as at the date of delivery by Landlord of the same to Tenant, ordinary wear and tear excepted. Tenant covenants and agrees with Landlord, at Tenant's own cost and expense, to repair or replace any damage done to the Premises, the Warehouse, the Building or the Property caused by Tenant or Tenant's agents, contractors, employees, invitees, or visitors, and such repairs shall restore the same to as good a condition as it was in prior to such damage and shall be effected in compliance with all Legal Requirements.

(c) Nothing contained in this Lease shall imply any duty on the part of Landlord to do any work that Tenant is required to perform nor shall it constitute a waiver of Tenant's default in failing to do the same. Notwithstanding any other terms of this Lease to the contrary, Landlord shall have the right, in Landlord's sole and absolute discretion, with ten (10) business days written notice to Tenant except in the case of emergency in Landlord's reasonable judgment, to perform any of the repairs, maintenance and/or replacements described in this Lease to be performed by Tenant



(including Tenant's failure to properly perform such obligations in Landlord's sole opinion), whereupon Tenant shall reimburse Landlord within forty-five (45) days of written notice for all reasonable costs and expenses incurred by Landlord in the performance thereof, upon Tenant's receipt of a bill therefor. Tenant shall have the obligation to make repairs, maintenance or replacements to any area of the Building or to the Premises or the Warehouse that are made necessary by any act, omission or negligence of Tenant, its agents, employees, assignees, concessionaires, contractors, invitees or licensees and which are not the duty of Landlord as specified herein. Landlord's performance of Tenant's obligations under this Lease shall be without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof. The term "repairs," as used in this Lease, shall mean all maintenance, repairs, and replacements, of whatever kind.

## 12. Alterations by Tenant.

(a) Tenant agrees with Landlord not to make or allow to be made any alterations to the Premises or place signs, furnishings, equipment, or any window coverings on any part of the Premises which are visible from outside the Premises, without first obtaining the written consent of Landlord in each such instance. Any and all alterations to the Premises shall become the property of Landlord upon termination of this Lease (except for movable equipment, personal property or furniture owned by Tenant). Landlord may, require Tenant to remove any portion of or all of the improvements, fixtures, equipment, and other improvements installed on the Premises (the "Additional Improvements") by Tenant after Landlord completes its initial work if at the time of approval Landlord indicates that such alterations will need to be removed at the expiration or termination of the lease, and restore the Premises and the Warehouse to its original condition, reasonable wear and tear excepted. In the event that Landlord so elects, and Tenant fails to remove the Additional Improvements, Landlord may remove the Additional Improvements at Tenant's cost, and Tenant shall pay Landlord on demand all costs incurred in removing Additional Improvements and restoration of the Premises or the Warehouse as required.

(b) Whether or not Landlord grants its consent to Tenant's proposed alterations or improvements, all alterations and improvements shall nevertheless be conditioned upon Tenant: (i) acquiring all applicable governmental permits; (ii) furnishing Landlord with copies of any permits, if required, and the plans and specifications prior to commencement of the work; and (iii) complying with all conditions of any permits and with other Legal Requirements and all provisions of this Lease applicable to alterations and improvements in a prompt and expeditious manner.

(c) Whether or not Landlord grants its consent to Tenant's proposed alterations or improvements: (i) all alterations, improvements and additions installed by Tenant shall be installed in a good workmanlike and lien free manner and in a manner that minimizes inconvenience to and disruption of the other occupants of the Building and their businesses, shall be performed by a contractor approved by Landlord, in its sole discretion, shall be of a quality not less than Building Grade and, once commenced, shall be prosecuted continuously, in good faith and with due diligence until completed; and (ii) Tenant shall promptly upon completion of any alterations or improvements furnish Landlord with as-built plans and specifications.

(d) In the event that Landlord reasonably determines that any alterations or improvements by Tenant would disrupt the other tenants in the Project (including, but not limited to, the Building), Landlord may require that all work performed by or on behalf of Tenant be performed only during non-Normal Business Hours.



13. Structural Overload. Tenant shall not place a load upon any floor of the Premises or the Warehouse exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by law. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of the Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

14. Laws and Regulations. Parties agree to comply with all Legal Requirements of every Legal Authority. Tenant shall: (a) neither cause nor permit the Premises or the Warehouse to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials; (b) neither cause nor permit a release or threatened release of Hazardous Materials onto the Premises or the Warehouse or any other property as a result of any intentional or unintentional act or omission on the part of Tenant; (c) comply with all Legal Requirements related to Hazardous Materials; (d) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions on, from, or affecting the Premises or the Warehouse in accordance with such Legal Requirements and to the satisfaction of Landlord; and (e) upon the expiration or termination of this Lease, deliver the Premises and the Warehouse to Landlord free of all Hazardous Materials. Notwithstanding clauses (d) and (e), Tenant shall have no obligation under clauses (d), (e) and (f) arising from or related to Hazardous Materials, to the extent, if any, such Hazardous Materials were (i) located in or about the Premises or the Warehouse, the Building, or the Property prior to July 1, 2011, and (ii) Tenant does not cause, contribute to or participate in, as the case may be, the handling, generation, storage, disposal or release of same. Tenant will participate in periodic fire marshal instruction and drills at the written request of Landlord.

15. Building Rules and Regulations. Tenant will comply with the rules and regulations of the Building (the "Rules and Regulations") as may be adopted and altered by Landlord from time to time and will make reasonable efforts to cause all of its agents, employees, invitees and visitors to do so. Landlord shall give Tenant written notice of the Rules and Regulations as adopted and revised from time to time, and Tenant shall be obligated to comply with same as of the date of Tenant's receipt of such notice.

16. Entry by Landlord. Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises or the Warehouse at all reasonable hours (and in emergencies at all times) to inspect the same, tenants or insurers, and to clean, maintain or make repairs, alterations or additions to the Premises, the Warehouse or the Building. Except in the case of an emergency, Landlord shall give Tenant twenty-four (24) hours' written notice prior to any such entry. Landlord shall use reasonable efforts to not materially interfere with Tenant's use of the Premises or the Warehouse.

17. Assignment and Subletting. Tenant shall not, voluntarily, involuntarily, or by operation of law, assign, sublease, transfer, mortgage, pledge or encumber this Lease or any interest therein except with Landlord's prior written consent, but no consent to any of the foregoing shall relieve Tenant of any liability hereunder. Landlord's consent to any assignment or sublease shall not be unreasonably withheld, conditioned or delayed. Any consent given by Landlord shall not be considered to be consent to any other or further proposed assignment, sublease, transfer or encumbrance.



## 18. Landlord's Insurance.

(a) Landlord shall, as part of the Operating Expenses, maintain fire and extended coverage insurance on the Building, the Premises, the Warehouse and the Parking Facility (which may include vandalism and malicious mischief coverage) and such endorsements as Landlord may require or is otherwise reasonably consistent with other similarly situated buildings) in an amount not less than the full replacement value thereof (which may be exclusive of foundations), such deductibles as shall be determined by Landlord from time to time. Landlord reserves the right to self-insure the Building. All insurance obtained by Landlord in connection with the Building shall be passed through to the tenants of the Building, including Tenant, as part of the Operating Expenses, and payments for losses thereunder shall be made solely to Landlord.

(b) Landlord shall, as part of the Operating Expenses, maintain a policy or policies of commercial general liability insurance with respect to the Common Areas and the activities thereon in such amounts as Landlord may deem appropriate.

(c) Landlord may purchase insurance for windstorm, flood, plate glass, sign, automobile, sinkhole, business income, rent loss and such other insurance which Landlord may deem appropriate in its sole discretion and with such deductibles as Landlord may desire. The costs of all such insurance shall be part of the Operating Expenses.

(d) Landlord may hereafter raise or lower such coverage in such amounts as may from time to time be prudent to Landlord within its sole discretion.

19. Tenant Remedies. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations herein within thirty (30) days after written notice from Tenant specifying the obligation to be performed (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days in which case Landlord will not be deemed to be in default until and unless Landlord fails to perform such obligations after a reasonable period of time has elapsed as determined in Landlord's sole discretion). Notwithstanding the foregoing, if any obligation requires more than ninety (90) days to remedy by Landlord after Landlord's receipt of the initial written notice from Tenant requesting action on behalf of Landlord, Tenant has the right to terminate this Lease upon written notice to Landlord, provided Tenant follows procedures pursuant to the City's Code of Ordinances.

## 20. Casualty Damage.

(a) If the Premises or the Warehouse or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If (i) the Building shall be so damaged that substantial alteration or reconstruction of more than fifty percent (50%) of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises or the Warehouse shall have been damaged by such casualty) or (ii) there is any material uninsured loss to the Building, the Property or any part thereof; Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty; and may, at its option, not repair, reconstruct, or restore the Premises, the Warehouse or the Building, whether or not the Premises or the Warehouse have suffered from the casualty. Tenant will have one hundred and eighty (180) days to vacate the Building after Landlord's notice of such termination.



If the Landlord estimates that it can repair the Shell Improvements (as hereinafter defined) within one hundred and twenty (120) days from occurrence of such casualty, this Lease will continue unless otherwise terminated by Landlord as provided above. If Landlord estimates that it cannot make the necessary repairs in one hundred and twenty (120) days from the occurrence of such casualty, it will advise Tenant of its estimate of how long the repairs will take and Tenant will have thirty (30) days from Landlord's estimate to elect whether to terminate the Lease or not.

When the Landlord's repairs have been substantially completed by Landlord, Tenant shall promptly complete the restoration of all improvements to the Premises in excess of the Shell Improvements which are necessary to permit Tenant's reoccupancy of the Premises and to restore the Premises to the condition immediately before such casualty or damage. Tenant shall also be responsible for the restoration of Tenant's furniture, equipment, and fixtures. All cost and expense of reconstructing the Premises to a level in excess of Shell Improvements shall be borne by Tenant.

(b) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such casualty damage or the repair thereof; except that Landlord shall allow Tenant a fair diminution of Rent until the Shell Improvements are substantially completed by Landlord and a reasonable period of time has elapsed for Tenant to restore its furniture, equipment and fixtures, but such time period not to exceed ninety (90) days from the date Landlord substantially completes the Shell Improvements. If the Premises or the Warehouse or any other portion of the Building or the Property be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, contractors, employees, or invitees, the Base Rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Premises, the Building, and/or the Property caused thereby to the extent such cost and expense is not covered by insurance proceeds. "Shell Improvements" shall mean the Building as initially constructed, but shall not include any of the improvements made to the Premises or the Warehouse or any other premises leased by tenants of Landlord.

#### 21. Events of Default; Remedies.

(a) The happening of any one or more of the following events (any one of which may be referred to as an "Events of Default") during the Lease Term or any renewal or extension thereof, shall constitute a breach of this Lease by Tenant: (i) Tenant shall fail to pay any Rent or other sum of money when due under this Lease within fifteen (15) days of receiving written notice from Landlord that such Rent or other sums is due; (ii) Tenant shall fail to comply with any provision of this Lease not requiring the payment of money and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Tenant, or if such failure could not reasonably be cured within such period, Tenant shall have failed to commence such cure within a reasonable period as determined in Landlord's discretion or thereafter failed to prosecute with diligence such cure to completion; (iii) Tenant shall cease to do business in or abandon any substantial portion of the Premises; (iv) Tenant shall make any assignment of this Lease or sublease of all or any portion of the Premises without Landlord's prior consent in violation of the terms of this Lease; or, (v) Tenant or any agent of Tenant intentionally falsifies any report or misrepresents other information required to be furnished to Landlord pursuant to this Lease.

(b) Upon each occurrence of an Event of Default, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of



this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without a formal demand and five (5) days notice, to re-enter the Premises and the Warehouse by formal dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom.

(c) If Landlord terminates this Lease in accordance with the terms and conditions of this Lease, Landlord may recover from Tenant the sum of all Base Rent and all other amounts accrued hereunder to the date of such termination.

(d) If Landlord terminates Tenant's right of possession (but not this Lease), Landlord must use reasonable good faith efforts to relet the Premises for the account of Tenant for such rent and upon such terms as shall be reasonably satisfactory to Landlord without thereby releasing Tenant from any liability hereunder. For the purpose of such reletting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord reasonably deems necessary or desirable. If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the unpaid Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting (after first deducting therefrom, for retention by Landlord, the unpaid Rent and other amounts accrued hereunder at the time of reletting, the reasonable costs and expense of repairs, changes, alterations, and additions, the expense of such reletting) to satisfy the Rent provided for in this Lease to be paid, then Tenant shall pay any such deficiency within forty-five (45) days of receiving written notice from Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach if Tenant has not remedied the breach.

22. Peaceful Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises and the Warehouse, subject to the other terms hereof, provided that Tenant timely pays Rent and Operating Expenses and any other sums herein recited to be paid by Tenant, and timely performs all of Tenant's covenants and agreements contained in this Lease. Landlord shall have the right in its sole discretion, at any time and from time to time, without notice to Tenant, to undertake renovation or further development of the Property, provided that such renovation or development by Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises or the Warehouse or access to the Building and the Parking Facility. Notwithstanding anything contained in this Lease to the contrary, should Landlord determine that an emergency exists that threatens the Building or any of the tenants or persons therein, Landlord shall have the right to close the Building and require all tenants, including Tenant, to evacuate the Building until such emergency ceases to exist. Such closure shall not affect Rent, Operating Expenses or the Lease Term.

23. Surrender; Holding Over. Upon the expiration or termination of this Lease, Tenant shall peacefully surrender, quit and vacate the Premises and the Warehouse and deliver the same to Landlord in accordance with the terms of this Lease and in good order, condition and repair, ordinary wear and tear and damage by fire or other insured casualty excepted. Tenant shall also deliver to Landlord all keys to the Premises and the Warehouse and shall inform Landlord of all combinations and codes on any locks, alarms, safes and vaults in the Premises. If Tenant remains in possession of the Premises or the Warehouse after the expiration of the Lease Term with Landlord's approval and without any express agreement between the parties, Tenant shall be a tenant at will for the holdover period and all terms and conditions of this Lease shall be applicable during that period, except that Tenant shall pay as Base Rent for the period of such holdover an amount equal to one hundred and five percent (105%) times the Base Rent that would have been payable by Tenant had



the holdover period been a part of the Lease Term, together with Operating Expenses as provided in this Lease. If Tenant remains in possession of the Premises or the Warehouse after the expiration of the Lease Term without Landlord's approval, Tenant shall be a tenant-at-sufferance and commencing on the date following the date of such expiration, the Base Rent payable by Tenant during the period for which Tenant so remains in possession of the Premises shall be one hundred and twenty-five percent (125%) times the Base Rent that would have been payable by Tenant had the holdover period been a part of the Lease Term, and Tenant shall remain responsible for the payment of Operating Expenses. There shall be no renewal of this Lease by operation of law.

24. Extension of Lease Term. At the request of either party, one (1) year prior to the end of the Lease Term, the parties shall meet in good faith to discuss extending the Lease Term and any terms and conditions of such extension. The Lease Term may only be renewed or extended upon approval and adoption of an ordinance by City Council and the Mayor for such additional period and under such terms and conditions as specified in such ordinance, which may include an amendment to this Lease.

25. Expansion Option. Tenant shall have the ongoing right of first offer with respect to any space within the Central Office Building and Production Center Annex (as such terms are delineated on the Site Plan attached hereto as Exhibit B) that becomes or is available for lease as determined in Landlord's sole discretion. Tenant's right of first offer shall be exercised as follows: (1) Landlord shall advise Tenant in writing of the available space, which shall reflect the then current calculations of Rent; and (2) Tenant may exercise its right to lease such space, in its entirety only or otherwise as agreed to by Landlord, by delivering written notice of exercise to Landlord within thirty (30) days after receipt of Landlord's initial notice, except that Tenant shall have no such right of first offer if Tenant is in default under this Lease beyond any applicable cure periods. If Tenant exercises its right of first offer, the parties will prepare and execute an amendment to this Lease or a new lease, providing for Tenant's lease of the offering space on the same terms and conditions as set forth in this Lease. Tenant shall be responsible for all payments of Rent as provided in Landlord's written notice to Tenant. Any offering space shall be accepted by Tenant "AS IS" subject to the repair and maintenance provisions contained herein.

26. Parking. During the Lease Term, Landlord shall provide Tenant with approximately one hundred and fifty (150) spaces in the Parking Facility. Landlord shall have no liability whatsoever for any property damage or personal injury which might occur as a result of, or in connection with, the use of the Parking Facility by Tenant, its employees, agents, invitees, and licensees.

27. No Implied Waiver. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement contained herein, including Tenant's obligation to pay Rent, or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

28. Notice. Any notice which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and the time the same are deposited in the mail, with postage prepaid, to be mailed by registered or certified United States mail, return receipt requested, and appropriated addressed, or by facsimile transmission (provided there is a verification of delivery). The addresses for Landlord and Tenant for notice purposes are as follows:



LANDLORD:

City of Atlanta – Office of Enterprise Assets Management  
68 Mitchell Street, SW  
Suite 1225  
Atlanta, GA 30303  
Attention: Director of Facilities Management

with a copy to:

City of Atlanta – Department of Law  
68 Mitchell Street, SW  
Suite 4100  
Atlanta, GA 30303  
Attention: City Attorney

TENANT:

City of Atlanta – Department of Watershed Management  
72 Marietta Street, NW  
Atlanta, GA 30303  
Attention: Commissioner of DWM

with a copy to:

City of Atlanta – Department of Law  
68 Mitchell Street, SW  
Suite 4100  
Atlanta, GA 30303  
Attention: City Attorney

29. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be otherwise valid and enforced to the fullest extent permitted by law.

30. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia.

31. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by either party, neither Landlord nor Tenant shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant.

32. Time of Performance. Time is of the essence of this Lease with respect to all required acts of Landlord and Tenant.



33. Exhibits. All of the exhibits referenced in this Lease are incorporated herein and made a part of this Lease for all purposes set forth herein.

34. Captions; Construction. The Paragraph captions used herein are for convenience and reference only and in no way add to or detract from the interpretation of the provisions of this Lease. Landlord, Tenant and their separate advisors believe and agree that this Lease is the product of their joint efforts, that it expresses their agreement, and that this Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto merely because of their efforts in its preparation, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

35. Entire Agreement and Amendments. This Lease contains the sole and entire agreement between the parties hereto and supersedes all previous written and oral negotiations and agreements between the parties with respect to the subject matter of this Lease. All prior agreements, understandings, representations and/or promises made or entered into by the parties hereto are superseded by and replaced with this Lease, so that this Lease is the sole agreement between the parties. The provisions of this Lease may not be modified or amended, except by an instrument in writing and signed by both parties hereto.

36. Binding Effect. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant, and upon the representatives, administrators, successors in interest and assigns of Landlord and Tenant.

37. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord. Tenant shall have only an usufruct, not subject to levy and sale and not assignable in whole or in part by Tenant except as herein provided.

38. Third-Party Rights. The parties hereto do not intend to grant directly, indirectly or by implication or by any other means any third-party beneficiary rights to any persons or entities.

39. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

40. Reservations. Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights and dedications that Landlord deems necessary and to cause the recordation of easements, dedications, parcel maps/plats and restrictions so long as same do not adversely or materially: (a) interfere with the use of the Premises or the Warehouse by Tenant; (b) increase Tenant's obligations hereunder; or (c) decrease Tenant's rights hereunder. Tenant agrees to promptly execute and deliver in recordable form any documents reasonably requested by Landlord to effect any such easements, rights, dedications, parcel maps/plats and or restrictions.

41. Survival. Anything contained in this Lease to the contrary notwithstanding, the expiration or termination of the Lease Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant or Landlord from its respective obligations accruing prior to the expiration or termination of the Lease Term, all of which shall survive the same, whether or not same is expressly stated in the particular Paragraph of this Lease, including, without limitation, Tenant's



obligations with respect to: (a) the payment of Base Rent and any items of Additional Rent; (b) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises or the Warehouse caused by such removal at the expiration or termination of this Lease to the extent required hereunder; and (c) any and all of Landlord's outstanding obligations under this Lease.

42. Effect of Agreement. The parties agree that this Lease shall not become binding on Landlord or Tenant, and neither shall incur any liability upon this Lease, until this Lease has been executed by the Mayor, officially sealed by the Municipal Clerk, approved as to form by the City Attorney or his/her designee and delivered to Tenant.

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SIGNATURES APPEAR ON FOLLOWING PAGE



**IN WITNESS WHEREOF**, Landlord and Tenant, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed as of the Effective Date.

**LANDLORD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Office of Enterprises Management

**TENANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Watershed Management

**ATTEST:**

\_\_\_\_\_  
Clerk, City of Atlanta

\_\_\_\_\_  
Mayor Kasim Reed

**RECOMMENDED BY:**

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Chief Financial Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



## EXHIBIT A

### **LEGAL DESCRIPTION OF PROPERTY**

#### Parcel I

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the westerly right-of-way line of Marietta Street (variable width right-of-way) and the northerly right-of-way line of Fairlie Street (variable width right-of-way); Thence run along and coincident with the northerly right-of-way line of Fairlie Street South 49 degrees 32 minutes 02 seconds West, a distance of 207.01 feet to a point; thence continue to run along and coincident with the northerly right-of-way line of Fairlie Street South 50 degrees 14 minutes 22 seconds West, a distance of 30.37 feet to a point; thence continue to run along and coincident with the northerly right-of-way line of Fairlie Street South 49 degrees 33 minutes 53 seconds West, a distance of 118.21 feet to a point; thence leave the northerly right-of-way line of Fairlie Street North 50 degrees 25 minutes 00 seconds West, a distance of 10.77 feet to a point; thence run North 50 degrees 39 minutes 00 seconds West, a distance of 307.75 feet to a point; thence run North 43 degrees 17 minutes 00 seconds West, a distance of 67.88 feet to a point; thence run along the arc of a curve to the right, an arc distance of 490.19 feet (said curve having a radius of 1230.46 feet, being subtended by a chord bearing of North 33 degrees 29 minutes 43 seconds West, a chord distance of 486.95 feet) to a point located all the southerly right-of-way line of Techwood Drive (74' right-of-way); thence run along and coincident with the southerly right-of-way line of Techwood Drive along the arc of a curve to the right, an arc distance of 5.21 feet (said curve having a radius of 1469.39 feet, being subtended by a chord bearing of South 49 degrees 58 minutes 38 seconds West, a chord distance of 5.21 feet) to a point; thence leave the southerly right-of-way line of Techwood Drive North 17 degrees 27 minutes 02 seconds West, a distance of 80.45 feet to a point located on the northerly right-of-way line of Techwood Drive; thence run along and coincident with the northerly right-of-way line of Techwood Drive along the arc of a curve to the left, an arc distance of 3.04 feet (said curve having a radius of 1395.39 feet, being subtended by a chord bearing of North 48 degrees 45 minutes 13 seconds East, a chord distance of 3.04 feet) to a point; thence continue along the northerly right-of-way line of Techwood Drive North 48 degrees 41 minutes 29 seconds East, a distance of 23.96 feet to a point; thence run South 36 degrees 50 minutes 46 seconds East, a distance of 6.22 feet to a point; thence run North 48 degrees 41 minutes 29 seconds East, a distance of 135.01 feet to a point; thence run South 36 degrees 40 minutes 10



seconds East, a distance of 67.93 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 22.20 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 66.14 feet to a point; thence run South 36 degrees 40 minutes 10 seconds East, a distance of 106.11 feet to a point; thence run North 49 degrees 07 minutes 21 seconds East, a distance of 0.36 feet to a point; thence run South 40 degrees 32 minutes 51 seconds East, a distance of 59.20 feet to a point; thence run South 50 degrees 25 minutes 10 seconds West, a distance of 2.86 feet to a point; thence run South 40 degrees 16 minutes 31 seconds East, a distance of 89.79 feet to a point; thence run South 28 degrees 19 minutes 21 seconds East, a distance of 61.21 feet to a point; thence run South 40 degrees 30 minutes 30 seconds East, a distance of 267.55 feet to a point; thence run South 49 degrees 17 minutes 45 seconds West, a distance of 6.07 feet to a point; thence run South 40 degrees 42 minutes 16 seconds East, a distance of 107.32 feet to a point; thence run North 49 degrees 46 minutes 06 seconds East, a distance of 206.66 feet to a point located on the westerly right-of-way line of Marietta Street; thence run along and coincident with the westerly right-of-way line of Marietta Street South 40 degrees 27 minutes 15 seconds East, a distance of 89.02 feet to a point, said point being the Point of Beginning; said parcel containing 4.709 acres (205,130 square feet) according to the Survey identified below.

#### Parcel II

All that tract or parcel of land lying and being in Land Lot 78 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly right-of-way line of Fairlie Street (variable width right-of-way) and the westerly right-of-way line of Marietta Street (variable width right-of-way); thence run along and coincident with the westerly right-of-way line of Marietta Street South 40 degrees 14 minutes 56 seconds East, a distance of 50.21 feet to a point; thence leave the westerly right-of-way line of Marietta Street and run South 49 degrees 31 minutes 53 seconds West, a distance of 116.03 feet to a point; thence run South 40 degrees 07 minutes 38 seconds East, a distance of 145.31 feet to a point located on the northerly right-of-way line of Forsyth Street (variable width right-of-way); thence run along and coincident with the northerly right-of-way line of Forsyth Street South 49 degrees 20 minutes 46 seconds West, a distance of 198.42 feet to a point; thence leave the northerly right-of-way line of Forsyth Street and run North 50 degrees 33 minutes 46 seconds West, a distance of 159.19 feet to a point; thence run along the arc of a curve to the right, an arc distance of 57.14 feet (said curve having a radius of 32.97 feet, being subtended by a chord bearing of North 00 degrees 54 minutes 49 seconds West, a chord distance of 50.25 feet) to a



point located on the southerly right-of-way line of Fairlie Street; thence run along and coincident with the southerly right-of-way line of Fairlie Street North 48 degrees 44 minutes 08 seconds East, a distance of 40.20 feet to a point; thence continue to run along and coincident with the southerly right-of-way line of Fairlie Street North 49 degrees 30 minutes 08 seconds East, a distance of 271.21 feet to a point, said point being the Point of Beginning; said parcel containing 1.098 acres (47,811 square feet; Parcel I and Parcel II being as more fully shown by that certain "As-built Survey of 72 Marietta Street for City of Atlanta", by Lowe Engineers, dated November 22, 2010, sealed by Scott C. North, GA RLS # 3176, which survey is incorporated herein by reference (the "Survey").

Together with those easements as described in the following instruments:

(a) Easement reserved in General Warranty Deed from Cox Enterprises, Inc., successor to Atlanta Newspapers, Inc., to Omni International, Ltd., dated March 5, 1973, filed March 7, 1973, recorded at Deed Book 5770, page 239, as amended by Amendment to General Warranty Deed by and between Cox Enterprises, Inc., successor to Atlanta Newspapers, Inc., and Omni International, Ltd., filed May 14, 1973, recorded at Deed Book 5819, Page 92, Fulton County Records.

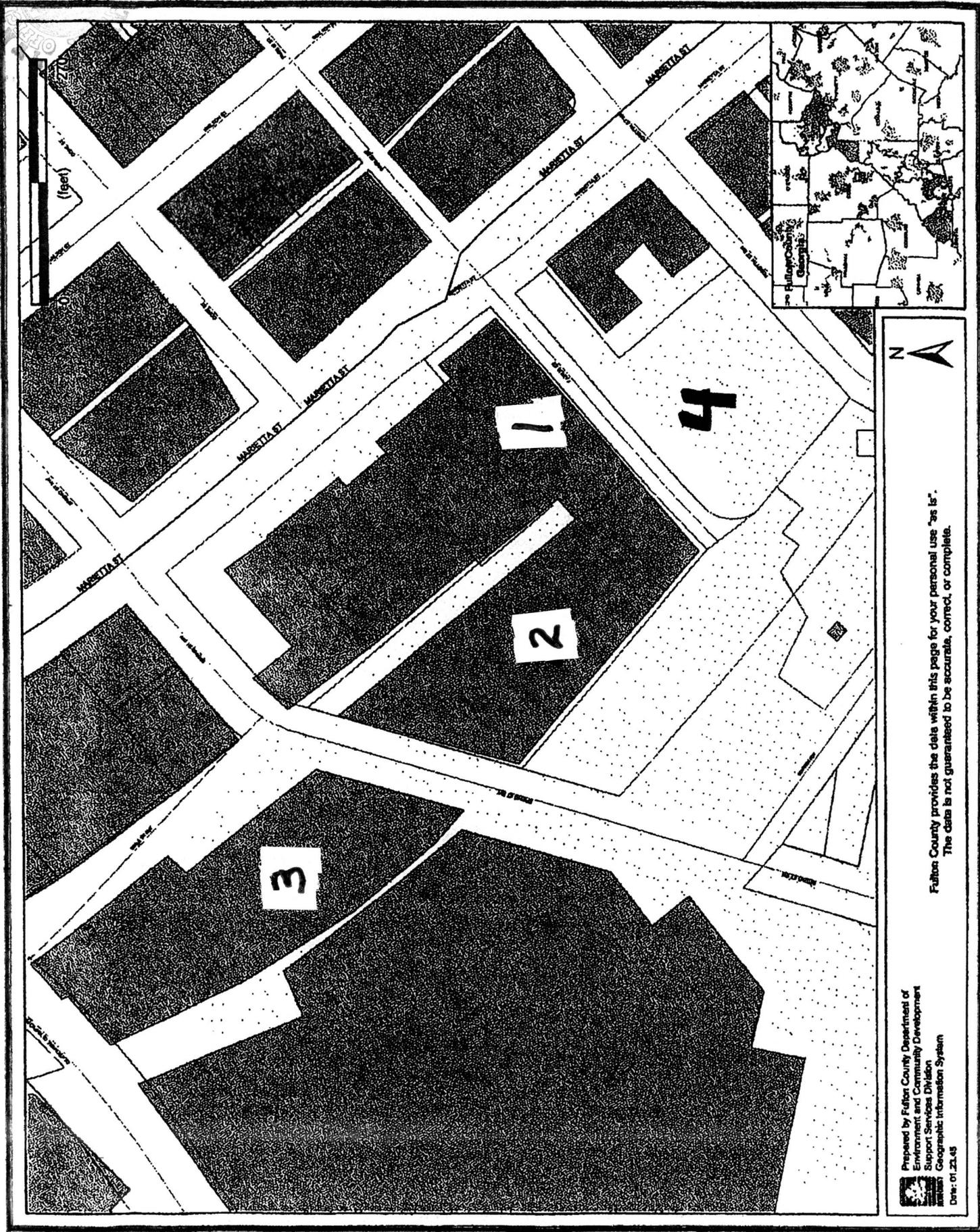
(b) Grant of Easement from City of Atlanta and Fulton County Recreation Authority to CNN Center Ventures and Cox Enterprises, Inc., d/b/a Atlanta Journal & Constitution of the Atlanta Newspapers Division, dated July 17, 2000, filed July 18, 2000, recorded at Deed Book 29276, page 521, Fulton County Records,

(c) Grant of Easement from City of Atlanta and Fulton County Recreation Authority to Cox Enterprises, Inc., d/b/a Atlanta Journal & Constitution of the Atlanta Newspapers Division, dated July 17, 2000, filed July 18, 2000, recorded at Deed Book 29276, page 550, Fulton County Records.



**EXHIBIT B**

**SITE PLAN & BUILDING FLOOR PLAN**



Fulton County provides the data within this page for your personal use "as is".  
 The data is not guaranteed to be accurate, correct, or complete.

Prepared by Fulton County Department of  
 Environment and Community Development  
 Support Services Division  
 Geographic Information System  
 Date: 01.23.05

1 = Office Building 2 = Production Center Annex 3 = Warehouse 4 = Parking Facility



**EXHIBIT C**

**SCHEDULE OF BASE RENT**

The annual Base Rent for the first Fiscal Year of the Lease Term is due and payable concurrently with execution of the Lease in the amount of One Million Three Hundred Twenty-Nine Thousand Nine Hundred Fifty-two and 50/100 (\$1,329,952.50), which amount equals the sum of (i) the square footage of the Premises multiplied by Ten and No/100 Dollars (\$10.00), (half of the year at 84,382 square feet and the other half of the year at 156,094 square feet) and (ii) the square footage of the Warehouse multiplied by Five and No/100 Dollars (\$5.00), (half of the year at 10,343 square feet and the other half of the year at 20,000 square feet). After the Base Year (which represents the second Fiscal Year or July 1, 2013 through June 30, 2014), Base Rent shall increase by three percent (3%) for each subsequent Fiscal Year of the Lease Term and shall be due and payable on July 1, the first day of each Fiscal Year, with such payment of Base Rent being made by a transfer of funds from a designated account of the Enterprise Fund to a designated account of the General Fund as authorized by approved budgets and legislation.

The schedule of Base Rent is as follows:

Year	Period	Building Section	Area (SF)	Rate/SF	Monthly Base Rent	Annual Base Rent
1	July 1, 2012 – January 1, 2013	Premises	84,382	\$5.00	\$70,318.33	\$421,910.00
		Warehouse	10,343	\$2.50	\$4,309.58	\$25,857.50
		<b>Combined</b>			<b>\$74,627.92</b>	<b>\$447,767.50</b>
1	January 1, 2013 – June 30, 2013	Premises	156,094	\$5.00	\$130,078.33	\$780,470.00
		Warehouse	20,000	\$2.50	\$8,333.33	\$50,000.00
		<b>Combined</b>			<b>\$138,411.67</b>	<b>\$830,470.00</b>
2	July 1, 2013 – June 30, 2014	Premises	156,094	\$10.00	\$130,078.33	\$1,560,940.00
		Warehouse	20,000	\$5.00	\$8,333.33	\$100,000.00
		<b>Combined</b>			<b>\$138,411.67</b>	<b>\$1,660,940.00</b>
3	July 1, 2014 – June 30, 2015	Premises	156,094	\$10.30	\$133,980.68	\$1,607,768.20
		Warehouse	20,000	\$5.15	\$8,583.33	\$103,000.00
		<b>Combined</b>			<b>\$142,564.02</b>	<b>\$1,710,768.20</b>
4	July 1, 2015 – June 30, 2016	Premises	156,094	\$10.61	\$138,000.10	\$1,656,001.25
		Warehouse	20,000	\$5.30	\$8,840.83	\$106,090.00
		<b>Combined</b>			<b>\$146,840.94</b>	<b>\$1,762,091.25</b>
5	July 1, 2016 – June 30, 2017	Premises	156,094	\$10.93	\$142,140.11	\$1,705,681.28
		Warehouse	20,000	\$5.46	\$9,106.06	\$109,272.70
		<b>Combined</b>			<b>\$151,246.17</b>	<b>\$1,814,953.98</b>
6	July 1, 2017 – June 30, 2018	Premises	156,094	\$11.26	\$146,404.31	\$1,756,851.72
		Warehouse	20,000	\$5.63	\$9,379.24	\$112,550.88
		<b>Combined</b>			<b>\$155,783.55</b>	<b>\$1,869,402.60</b>



Year	Period	Building Section	Area (SF)	Rate/SF	Monthly Base Rent	Annual Base Rent
7	July 1, 2018 – June 30, 2019	Premises	156,094	\$11.59	\$150,796.44	\$1,809,557.27
		Warehouse	20,000	\$5.80	\$9,660.62	\$115,927.41
		<b>Combined</b>			<b>\$160,457.06</b>	<b>\$1,925,484.68</b>
8	July 1, 2019 – June 30, 2020	Premises	156,094	\$11.94	\$155,320.33	\$1,863,843.99
		Warehouse	20,000	\$5.97	\$9,950.44	\$119,405.23
		<b>Combined</b>			<b>\$165,270.77</b>	<b>\$1,983,249.22</b>
9	July 1, 2020 – June 30, 2021	Premises	156,094	\$12.30	\$159,979.94	\$1,919,759.31
		Warehouse	20,000	\$6.15	\$10,248.95	\$122,987.39
		<b>Combined</b>			<b>\$170,228.89</b>	<b>\$2,042,746.70</b>
10	July 1, 2021 – June 30, 2022	Premises	156,094	\$12.67	\$164,779.34	\$1,977,352.09
		Warehouse	20,000	\$6.33	\$10,556.42	\$126,677.01
		<b>Combined</b>			<b>\$175,335.76</b>	<b>\$2,104,029.10</b>



**EXHIBIT C**

**SCHEDULE OF BASE RENT**



**EXHIBIT B**

**SCHEDULE OF BASE RENT**

The annual Base Rent for the first Fiscal Year of the Lease Term is due and payable concurrently with execution of the Lease in the amount of One Million Three Hundred Twenty-Nine Thousand Nine Hundred Fifty-two and 50/100 (\$1,329,952.50), which amount equals the sum of (i) the square footage of the Premises multiplied by Ten and No/100 Dollars (\$10.00), (half of the year at 84,382 square feet and the other half of the year at 156,094 square feet) and (ii) the square footage of the Warehouse multiplied by Five and No/100 Dollars (\$5.00), (half of the year at 10,343 square feet and the other half of the year at 20,000 square feet). After the Base Year (which represents the second Fiscal Year or July 1, 2013 through June 30, 2014), Base Rent shall increase by three percent (3%) for each subsequent Fiscal Year of the Lease Term and shall be due and payable on July 1, the first day of each Fiscal Year, with such payment of Base Rent being made by a transfer of funds from a designated account of the Enterprise Fund to a designated account of the General Fund as authorized by approved budgets and legislation.

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		<b>Combined</b>			<b>\$151,246.17</b>	<b>\$1,814,953.98</b>
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		Warehouse	20,000	\$5.80	\$9,660.62	\$115,927.41
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		Warehouse	20,000	\$5.97	\$9,950.44	\$119,405.23
		<b>Combined</b>			<b>\$165,270.77</b>	<b>\$1,983,249.22</b>
9	July 1, 2020 – June 30, 2021	Premises	156,094	\$12.30	\$159,979.94	\$1,919,759.31
		Warehouse	20,000	\$6.15	\$10,248.95	\$122,987.39
		<b>Combined</b>			<b>\$170,228.89</b>	<b>\$2,042,746.70</b>
10	July 1, 2021 – June 30, 2022	Premises	156,094	\$12.67	\$164,779.34	\$1,977,352.09
		Warehouse	20,000	\$6.33	\$10,556.42	\$126,677.01
		<b>Combined</b>			<b>\$175,335.76</b>	<b>\$2,104,029.10</b>

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Atlanta City Council

12-O-1606

MOU FOR LEASE OF 72 MARIETTA STREET BY  
DEPARTMENT OF WATERSHED MANAGEMENT  
ADOPT ON SUB

YEAS: 13  
NAYS: 1  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	N Moore	NV Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-O-1606