PUBLIC SAFETY & LEGAL ADMINISTRATION

04- R -0354

To authorize the Mayor to execute a sixth renewal and amendment to the lease agreement with Trinity Properties/Grant Ltd., L.P., Landlord for the lease of office space in the Grant Building at 44 Broad Street for the office of the Municipal Court Public Defender and for all other purposes.

WHEREAS, the City of Atlanta currently leases office space for the Office of the Public Defender at the Grant Building located at 44 Broad Street, N.E.

WHEREAS, the Municipal Court Public Defender desires to exercise its option to renew the Lease term this lease; and

WHEREAS, the Bureau of General Services recommends and the Bureau of Purchasing and Real Estate approves of the lease renewal.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into an appropriate lease renewal agreement with Trinity Properties/Grant Ltd., L.P. Landlord for lease of 9,425 square feet of office space with certain tenant improvements in the Grant Building located at 44 Broad Street, N.E., for use as the offices of the Municipal Court Public Defender.

Be it further resolved that the current lease term will be extended: March 1, 2004 thru February 28, 2005 and maintain the size of the premises.

Be it further resolved that the Public Defender's Lease is hereby modified and amended to provide that commencing March 1, 2004, the annual Base rent payable under the lease for the premises shall be One hundred fifty seven thousand, eight hundred sixty eight and 750/100 dollars($157,868.75), payable in equal monthly installments of thirteen thousand, one hundred fifty five and 73/100 dollars ($13,153.73). Said payments shall be charged to and paid from fund center 1A01725001 S13001.

Be it further resolved that the Landlord shall provide a discount for the annual rental for the premises in the following manner: if the tenant shall pay the entire year rental in advance, at the time the Sixth Amendment is signed but not later than March 1, 2004, the Landlord shall discount that rental from $16.75/RSF to

$15.95/RSf with the resultant annual rental of $150,328.75, discounted from $157,868.75. In the event the Tenant shall prepay the entire rental after March 1, 2004 but not later than May 1, 2004, the Landlord shall discount the annual rent to $16.34/RSf or $154,004.50 in annual rent. In any event, the rental rate on which the escalation for 2005 is based shall be $16.75

Be it further resolved that the Municipal Court Public Defenders lease is hereby modified and amended to provide that commencing March 1, 2005, it will take an "as is" condition, additional space (storage space) consisting of 552 usable square feet in the Grant Building known as Room #26.

Be it further resolved that the lease for the Municipal Court Public Defender's Office is hereby modified and amended to provide that commencing March 1,2004 the rental rate for the storage space shall be $211.41 per month or $2,536.92 per annum ($4.86 x522USF). If the full years rent is paid by March 1, 2004 it shall be $2,416.86, if paid after March 1, 2004 but not later than May 1, 2004, it shall be $2,476.89. In any event, the rental rate on which the escalation for 2004 is based shall be $4.86 USF.

Be it further resolved that the renewal rate for the premises and the storage space shall be $152,745.00 if paid before March 1, 2004 and $156,481.39 if paid after March 1, 2004 but before May 1, 2004, otherwise it shall revert to the regular rental schedule of $160,405.67.

Be it further resolved that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City to pay the prepay annual rent for the reduced premises and storage area for the 2004 term, before March 1, 2004 at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P. Landlord, of $15.95 per square foot per year, in an amount not to exceed $152,745.61 per year, said rent shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Alternately, **be it further resolved** that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City to prepay the annual rent for the reduced premises and storage area for the 2004 term before May 1, 2003, at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P., Landlord, of $16.34/RSF per square foot per year, in an amount not to exceed #156,481.00 per year, said rental shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Alternately, **be it further resolved** that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City <u>not</u> to prepay the annual rent for the reduced premises before May 1, 2003, said rental shall be $160,405.67 per year

and said rent shall be paid from fund, account, and center number 1A01 725001 S13001.

Be it further resolved that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee, to be approved as to form by the City Attorney.

Be it further resolved that the City of Atlanta shall incur no liability until such contract has been executed by the Mayor or his designee and delivered to the contracting party.

Be it further resolved that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee, to be approved as to form by the City Attorney.

Be it further resolved that the City of Atlanta shall incur no liability until such contract has been executed by the Mayor or his designee and delivered to the contracting party.

Be it further resolved that all Resolutions in conflict herewith are hereby rescinded.

Seventh Amendment to the Lease
between
The City of Atlanta, Office of the
Public Defender, Tenant
and
Trinity Properties/Grant Ltd., L.P., Landlord

This Seventh Amendment to the Lease is made and entered on this _____ day of _____, 2003 by and between **TRINITY PROPERTIES/GRANT LTD., LP**, a Georgia limited partnership, by and through its General Partner, TRINITY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Landlord") and **THE CITY OF ATLANTA OFFICE OF THE PUBLIC DEFENDER**, (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of the real property located at 44 Broad Street, N.W., Atlanta, Fulton County, Georgia, generally known as **THE GRANT BUILDING**;

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 24th, 1996 (the "Lease") whereby the Landlord lease to Tenant certain premises consisting of approximately 9,784 rentable square feet of office space known as Suite 900/905 and termed the Premises located in THE GRANT BUILDING, 44 Broad Street, N.W., Atlanta, Georgia;

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease setting forth the rental rate for 1998 and declining Tenant's right to terminate the automatic Lease renewal for 1998;

WHEREAS, Landlord and Tenant entered into the Second Amendment dated December 29, 1988 in which the Premises were expanded to 10,141 RSF, storage space of 522 USF was rented, new rent was established and Tenant's right to terminate the automatic Lease renewal for 1999 was declined;

WHEREAS, Landlord and Tenant entered into the Third Amendment to the Lease in which the Premises remained 11,511 RSF, new rent was established and Tenant's right to terminate the automatic Lease renewal for 2000 was declined;

WHEREAS, Landlord and Tenant entered into the Fourth Amendment in which the Premises were expanded to encompass the entire 9th Floor, 12,194 RSF, certain Tenant Improvements were created, new rent established and Tenant right to terminate the automatic Lease renewal for 2001 was declined;

WHEREAS, Landlord and Tenant entered into the Fifth Amendment in which new rent was established and Tenant's right to terminate the automatic Lease renewal for 2002 was declined;

WHEREAS, Landlord and Tenant entered into the Sixth Amendment in which a new rent was established, the term changed to expire on February 28, 2004, and the Premises reconfigured to 9,425 RSF, and declared the Tenant's right to terminate the automatic lease renewal for 2003;

WHEREAS, Landlord and Tenant wish to extend the Lease term; beginning March 1, 2004 through February 28, 2005, maintain the size of the Premises and establish new rent;

WHEREAS, Tenant declines to terminate the automatic Lease renewal for 2003;

NOW THEREFORE, in consideration of the premises set forth above, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Premises:

A. Premises. The Premises have consisted of 9,425 RSF and shall remain at that size for this new lease term. The Premises are shown on Exhibit "7-A," which is attached hereto and made a part hereof.

B. Landlord's Work within Premises. Landlord retains the right to remove, relocate, close, reconfigure the location of the (3) doors lettered A, B, and C on Exhibit "7-A", which right shall be based on Landlord's sole determination that it is needed, necessary or convenient. Work done pursuant to this right shall be done at Landlord's sole expense.

C. Term. The Lease term shall begin on March 1, 2004 and run through February 28, 2005.

D. Renewal Term. Tenant expressly declines its right to terminate the automatic renewal of its Lease and hereby affirmatively renews its Lease for the year beginning March 1, 2004 and ending February 28, 2005.

E. Rent for the Renewal Term. The Lease is hereby modified and amended to provide that commencing on March 1, 2004, the annual Base Rent payable under the Lease for the entire Premises shall be One hundred-fifty seven Thousand, Eight Hundred sixty eight and 750/100 Dollars ($157,868.75), payable in equal monthly installments of Thirteen Thousand, One Hundred fifty five and 73/100 Dollars ($13,155.73).

F. Rental Discount. Landlord shall provide a discount for the annual rental for the Premises in the following manner: if Tenant shall pay the entire year rental in advance, at the time the Seventh Amendment is signed, but not later than March 1, 2004, the Landlord shall discount that rental from $16.75/RSF to $15.95/RSF with the resultant annual rental of $150,328.75, discounted from $157,868.75. In the event the Tenant shall prepay the entire rental after March 1, 2004 but not later than May 1, 2004, the Landlord shall discount the annual rental rate to $16.34/RSF or $154,004.50 in annual rent. In any event, the rental rate on which the escalation for 2005 is based shall be $16.75/RSF.

II. Storage Space:

A. Storage Space. Landlord continues to rent to Tenant, and Tenant continues to take from Landlord, that certain area (the "Storage Space") consisting of approximately 522 usable square feet of space in The Grant Building (the "Building") located at 44 Broad Street, N.W., Atlanta, Georgia 30303, known as Room #26. Tenant hereby accepts the Storage Space in "As Is" condition.

B. Term. The Lease term shall begin on March 1, 2004 and run through February 28, 2005.

C. Renewal Term. Tenant expressly declines its right to terminate the automatic renewal of its Lease for storage space and affirmatively renews its Lease for the term set forth in II.B above.

D. Rental. Tenant shall pay rental at the annual rate of $4.86 USF for the Storage Space in the amount of $211.41 per month for Room #26 or $2,536.92 per annum ($4.86 x 522 USF = $2,536.92). Such rental shall be payable, in advance, on or before the first day of each month during the term of this Agreement, at the address of Landlord set forth below or such other address as may be specified by Landlord from time to time.

E. Discounted Rental. If the full year's rental is paid by March 1, 2004 it shall be $2,416.86; if paid after March 1, 2004 but not later than May 1, 2004, it shall be $2,476.89. In any event, the rental rate on which the escalation for 2004 is based shall be $4.86 USF.

III. Rent for Extended Term and Renewal Term:

A. The renewal rental for the Premises and Storage Space shall be $152,745.61 if paid before March 1, 2004, and $156,481.39 if paid after March 1, 2004 but before May 1, 2004 as shown below, otherwise it shall revert to the regular rental schedule, with no discount. This regular rental schedule for the Premises and Storage Space shall be $160,405.67.

Rent for Renewal Term If Paid Before:

	Mar. 1, 2003	May 1, 2003	Regular Rental Schedule
Premises:	$150,328.75	$154,004.50	$157,868.75
Storage Space:	$ 2,416.86	$ 2,476.89	$ 2,536.92
Total:	$152,745.61	$156,481.39	$160,405.67

IV. Entire Agreement:

A. Entire Agreement. This Amendment contains the entire agreement by, between and among the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relating thereto.

B. Lease in Effect. Except as expressly modified and amended hereby, all terms and conditions of the Lease and the First, Second, Third, Fourth, Fifth and Sixth Amendments to Lease shall remain in full force and effect and the Lease, as modified and amended hereby, is hereby ratified and confirmed by Landlord and Tenant.

C. Broker's Disclosure. Meridian Property Group, Ltd. represented the Landlord in the transaction and did not represent the Tenant in this transaction. Meridian Property Group, Ltd. shall receive a fee as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto executed this Sixth Amendment as of the date and year first above written.

LANDLORD:
Trinity Properties/Grant Ltd., L.P.

By: _____

Name: Harry D. Walker

Title: Secretary/Vice President

Date: _____

TENANT:
Mayor of the City of Atlanta

Name: _____

Date: _____

LANDLORD'S AGENT:
Meridian Property Group, Ltd.

By: _____

Name: Kenneth A. Griffiths
Title: Executive Vice President

Date: _____

RECOMMENDED:
Commission Administration Services

Name: _____

Date: _____

APPROVED:
Senior Assistant City Attorney

By: _____

Name: _____

APPROVED:
Chief of Staff

Name: _____

Date: _____

APPROVED:
Director, Bureau of Purchasing and Real Estate

By: _____

Date: _____

APPROVED:
Chief Financial Officer

By: _____

Name: _____

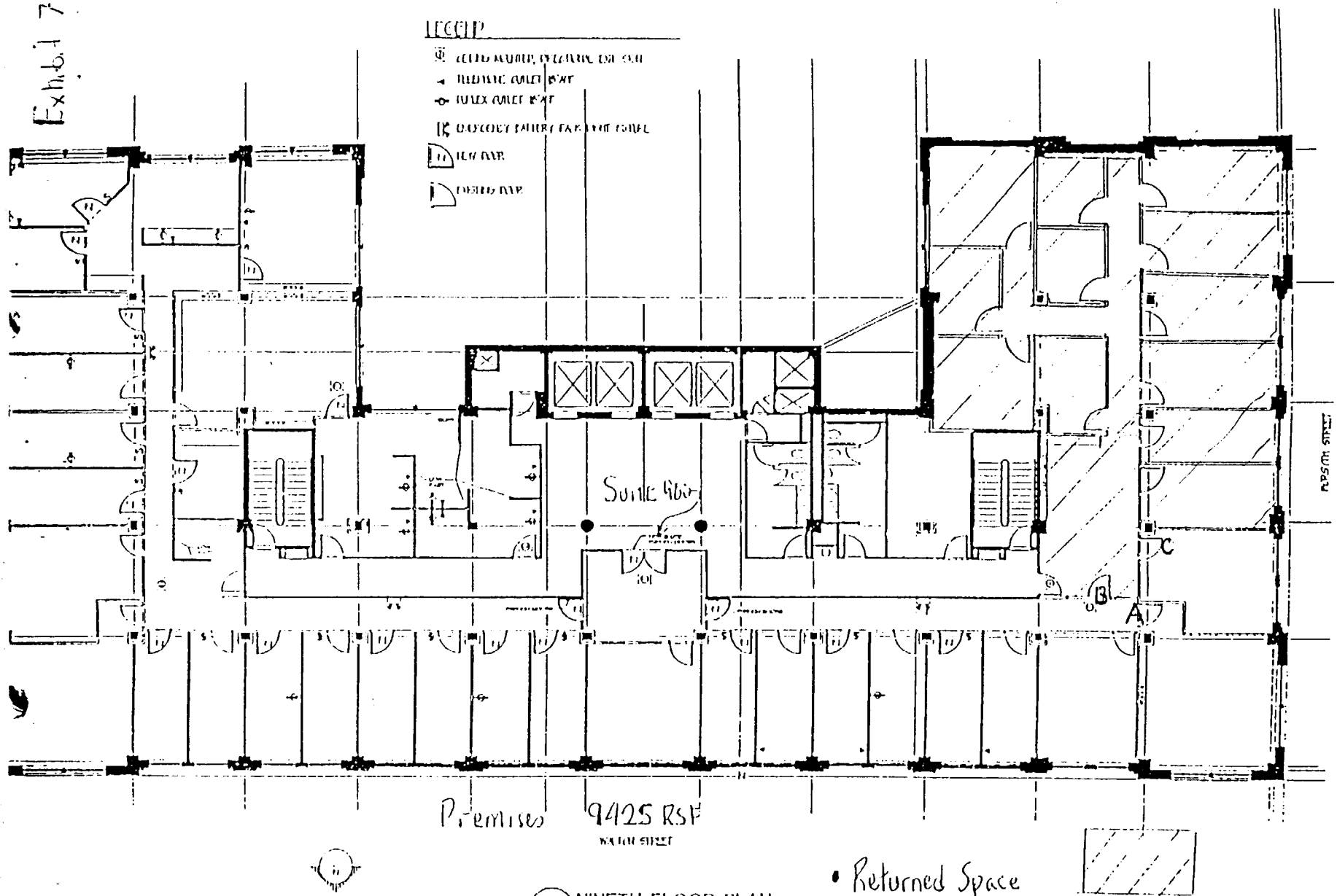
APPROVED:
Clerk of Council

Name: _____

Date: _____

kg080902

Exhibit 7A



1 NINETH FLOOR PLAN
SCALE: 1/8"=1'-0"

CITY OF ATLANTA
PUBLIC BUILDINGS OFFICE
68 BROAD ST.
ATLANTA, GEORGIA

- Returned Space
- Landlord retains the right, should it be convenient or necessary, in the sole determination of Landlord to close, relocate, remove or reconfigured Doors marked A, B & C.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

Commissioner's Signature

ATTN: GREGORY PRIDGEON

Director's Signature

Originating Department: Judicial Agencies
Municipal Court- Public Defender

Contact Person: Vanessa Hickey-Gales

Committee(s) Purview:
Public Safety/ Legal Administration
Committee Meeting Dates(s): 2-24, 2-25

Council Deadline: _____

Full Council Date: March 1, 2004

CAPTION

TO AUTHORIZE THE MAYOR TO EXECUTE A SIXTH RENEWAL AND AMENDMENT TO THE LEASE AGREEMENT WITH TRINITY PROPERTIES/GRANT LTD., L.P., LANDLORD FOR THE LEASE OF OFFICE SPACE IN THE GRANT BUILDING AT 44 BROAD STREET FOR THE OFFICE OF THE MUNICIPAL COURT PUBLIC DEFENDER AND FOR ALL OTHER PURPOSES.

Background

The City of Atlanta currently leases office space for the Office of the Public Defender at the Grant Building located at 44 Broad Street, N.E. The Municipal Court Public Defender desires to exercise its option to renew this lease.

FINANCIAL IMPACT (IF ANY)

Mayor's Staff Only

Received by Mayor's Office: 2.19.04

Reviewed by: _____
(Initials) (Date)

Submitted to Council: _____

Action by Committee: _____ Approved _____ Advertised _____ Held
_____ Amended _____ Substitute _____ Referred
_____ Other