

Special Called Meeting of the Public Facilities Authority was held at Sandy Springs City Hall, 7840 Roswell Road, Building 500, Sandy Springs, Georgia, 30350, on February 19, 2008, at 9:00 p.m.

Call to order

Chairwoman Eva Galambos called the meeting to order at 9:00 p.m.

Authority Members Present: Chair Eva Galambos, Member Dianne Fries, Member Tibby DeJulio, Member Ashley Jenkins, Member Doug MacGinnitie, Member Karen Meinzen McEnerny, and Member Rusty Paul present.

New Business

The Chairperson stated that the first business before the meeting was the replacement of the Secretary of the Authority. Jeanette Marchiafava, City Clerk, was previously elected as Secretary of the Authority, but she is no longer City Clerk.

Motion and Vote: A motion was made and seconded to nominate Christina Rowland, current City Clerk, to serve as Secretary to replace Jeanette Marchiafava. The motion passed unanimously.

The Chairperson stated that the next business before the meeting was the approval of the corporate seal of the Authority. Upon motion made, seconded and unanimously carried, the following resolution was adopted, to-wit:

RESOLUTION NO. 1

RESOLVED, that the seal submitted to this meeting is hereby adopted as the seal of the Authority, that the Secretary of the Authority is hereby authorized to imprint said seal on the margin of the minutes opposite this resolution and that the Secretary is hereby authorized to affix the seal of the Authority to all appropriate papers.

The Chairperson stated that the next business before the meeting was the designation of the office location for the Authority. Upon motion made, seconded and unanimously carried, the following resolution was adopted, to-wit:

RESOLUTION NO. 2

RESOLVED, that until otherwise provided by resolution, the office of the Authority shall be at 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350 in the City of Sandy Springs, Georgia.

The Chairperson stated that the next business before the meeting was approval and acceptance by the Authority of an assignment from CH2MHILL of the lease for the Morgan Falls office complex (the "Offices") currently occupied by the City of Sandy Springs (the "City"), and the simultaneous sublease of the Offices to the City pursuant to the terms of a sublease agreement between the Authority and the City. By way of background, under the instructions and direction of the City, CH2MHILL entered into a Lease Agreement with TSO Morgan Falls, LLC ("TSO") dated November 30, 2005, as amended by a First Amendment to Lease Agreement dated March 24, 2006, a Second Amendment to Lease Agreement dated December 14, 2006 and a Third Amendment to Lease Agreement dated May 15, 2007 (together, the "Agreement"), a copy of which is attached hereto as Exhibit A. Pursuant to the Agreement, CH2MHILL leased the Offices from TSO. The City entered into an agreement with CH2MHILL for the provision of professional services dated January 1, 2006 pursuant to which CH2MHILL agreed to initially lease the Offices from TSO with the City eventually accepting an assignment of the Agreement, and the City

1 assuming the obligations under the Agreement. The City cannot enter into a contractual arrangement to
2 commit funds for a period longer than twelve (12) months, so the City would like the Authority to accept
3 the assignment and then lease the Offices to the City. The proposed Assignment of Lease pursuant to
4 which the Authority will accept the assignment of the Agreement from CH2MHILL is attached hereto as
5 Exhibit B. The proposed Sublease Agreement pursuant to which the Authority will sublease the offices to
6 the City is attached hereto as Exhibit C.

7
8 Following discussion, motion was made, seconded and unanimously carried to adopt the following
9 resolutions, to-wit:

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11 **RESOLUTION NO. 3**

12 **RESOLVED**, that the execution, delivery, receipt and due performance of the Assignment of Lease,
13 attached hereto as Exhibit B, is hereby authorized in order to carry out, give effect to, and consummate
14 the transactions contemplated by the Agreement.

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16 **RESOLUTION NO. 4**

17 **RESOLVED**, that the execution, delivery, receipt and due performance of the Sublease Agreement,
18 attached hereto as Exhibit C, is hereby authorized in order to carry out, give effect to, and consummate
19 the transactions contemplated by the Agreement.

20
21 The Chairperson stated that the next business before the meeting was the designation of legal counsel for
22 the Authority. Upon motion made, seconded and unanimously carried, the following resolution was
23 adopted, to-wit:

24
25 **RESOLUTION NO. 5**

26 **RESOLVED**, that Wendell K. Willard, Attorney at Law, is appointed to serve as general counsel to the
27 Authority and to render legal assistance to the Authority.

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29
30 **Adjournment**

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32 There being no further business, the meeting was adjourned.

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35 Date Approved: June 6, 2017

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40 _____
Russell K. Paul, Chair

Michael D. Casey, Secretary

ASSIGNMENT OF LEASE

This Assignment of Lease (the "Assignment") is executed as of _____, 20____, by CH2MHILL, Inc., a Florida corporation (the "Assignor") and the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia (the "Assignee") and approved by TSO Morgan Falls, LLC, a Georgia limited liability company (the "Landlord").

Recitals

A. Under the instructions and direction of the City of Sandy Springs (the "City"), Assignor entered into a Lease Agreement with Landlord dated November 30, 2005, as amended by a First Amendment to Lease Agreement dated March 24, 2006, a Second Amendment to Lease Agreement dated December 14, 2006 and a Third Amendment to Lease Agreement dated May 15, 2007 (together, the "Agreement"), a copy of which is attached hereto as Exhibit A and by reference made a part hereof. Pursuant to the Agreement, Assignor leased from Landlord certain offices located at Morgan Falls Office Park, 7840 Roswell Road, Atlanta Georgia 30350 (the "Offices").

B. The City entered into an agreement with Assignor for the provision of professional services dated January 1, 2006 pursuant to which Assignor agreed to initially lease the Offices from Landlord with the City eventually accepting an assignment of the Agreement, and the City assuming the obligations under the Agreement.

C. Assignee is an "Affiliate" of the City, as that term is defined in the Agreement, and upon accepting the assignment herein conveyed Assignee will sublease the Offices to the City pursuant to the terms of a sublease agreement to be entered into between Assignee and the City.

Assignor and Assignee hereby accept and enter into this Assignment of the Agreement and Landlord hereby approves this Assignment of the Agreement upon the terms and conditions herein set forth.

Assignment

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns all rights, benefits, and obligations of the Agreement to Assignee.

2. Assignee Assumption. Assignee unconditionally and absolutely agrees to accept the assignment of the Agreement and to perform all Assignor's obligations under the Agreement.

3. Assignee Sublease. Assignee will enter into a sublease agreement with the City pursuant to which the City will unconditionally and absolutely agree to accept and perform all of Assignee's obligations under the Agreement. The City will be authorized to make rental payments pursuant to the Agreement directly to the Landlord and will be authorized to deal directly with the Landlord in the execution of its obligations and responsibilities under the Agreement.

4. Assignor Representations. As of the date of this Agreement, Assignor represents and warrants that: a) the Agreement is in full force and effect and has not been modified except by the First Amendment to Lease Agreement dated March 24, 2006, the Second Amendment to Lease Agreement dated December 14, 2006; and the Third Amendment to Lease Agreement dated May 15, 2007; b) Assignor's interest in the Agreement is free and clear of any prior assignment and of

any encumbrance; c) Assignor has good right and lawful interest in the Agreement; and d) Assignor is not aware of any defaults under the Agreement.

5. Assignee Representations. Assignee represents and warrants as of the date of execution of this Assignment that: a) Assignee is duly authorized to enter into this Assignment with full power by all necessary municipal, council, or other approval and action b) the Agreement, as amended, shall be legally binding and enforceable on Assignee; and c) entering into this Assignment will not require the consent of any other person, entity or others, will not violate any law, charter, rule, ordinance, regulation, injunction, decree, insurance policy, bond or otherwise, and will not result in a breach or constitute a default of any agreement to which Assignee is a party.

The parties execute this Assignment as of the above date.

Assignor:

CH2MHILL, Inc.

Accepted by Assignee:

City of Sandy Springs Public Facilities Authority

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Consented to, Acknowledged, and Approved

Landlord:

TSO Morgan Falls, LLC
By the Simpson Organization, Inc., Manager
A Georgia corporation

By: _____
Print Name: _____
Title: _____

Exhibit A
(Lease Agreement)

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") is made and entered into as of _____, _____, by and between the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("Sublessor") and the City of Sandy Springs, a Georgia municipal corporation ("Tenant");

WITNESSETH:

WHEREAS, under the instructions and direction of Tenant, CH2MHILL, Inc., a Florida corporation ("CH2MHILL"), entered into a Lease Agreement with TSO Morgan Falls, LLC, a Georgia limited liability company (the "TSO") dated November 30, 2005, as amended by a First Amendment to Lease Agreement dated March 24, 2006, a Second Amendment to Lease Agreement dated December 14, 2006 and a Third Amendment to Lease Agreement dated May 15, 2007 (together, the "Agreement"), a copy of which is attached hereto as Exhibit A and by reference made a part hereof. Pursuant to the Agreement, CH2MHILL leased from TSO certain offices located at Morgan Falls Office Park, 7840 Roswell Road, Atlanta Georgia 30350 (the "Offices"); and

WHEREAS, Tenant entered into an agreement with CH2MHill for the provision of professional services dated January 1, 2006 pursuant to which CH2MHILL agreed to initially lease the Offices from TSO with Tenant eventually accepting an assignment of the Agreement, and Tenant assuming the obligations under the Agreement; and

WHEREAS, CH2MHILL assigned the Agreement to Sublessor, an "affiliate" of Tenant under the terms of the Agreement, pursuant to an Assignment of Lease dated _____, 2008 (the "Assignment"), a copy of which is attached hereto as Exhibit B and by reference made a part hereof, which Assignment was executed and approved by TSO; and

WHEREAS, the Assignment provided that the Offices would be subleased by Sublessor to Tenant and that Tenant would unconditionally and absolutely agree to accept and perform all of Sublessor's obligations under the Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. SUBLEASE

1.1 Tenant's Obligations. Tenant unconditionally and absolutely agrees to accept and perform all of Sublessor's obligations under the Agreement. Tenant is authorized to deal with TSO directly in all matters related to the Agreement. Tenant shall not do or permit to be done anything that would constitute a breach or default of Sublessor's obligations in the Agreement.

2.2 Sublessor's Obligations. Sublessor agrees to comply with all of Sublessor's obligations in the Agreement. Sublessor agrees not to do anything to disturb Tenant's use of the Offices pursuant to this Sublease, provided Tenant is not in breach or default of any obligation in this Sublease.

ARTICLE 2. TERM

The term of this Sublease shall commence on _____ and shall expire as provided in the Agreement, unless earlier terminated according to the terms of the Agreement.

ARTICLE 3. RENT

Tenant shall pay all rental obligations of Sublessor under the Agreement, and shall make such rental payments directly to TSO upon the terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed as of the date first above written.

SUBLESSOR:

Sandy Springs Public Facilities Authority

By: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

TENANT:

City of Sandy Springs

By: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

Consented to, Acknowledged, and Approved

TSO:

TSO Morgan Falls, LLC
By the Simpson Organization, Inc., Manager
A Georgia corporation

By: _____
Print Name: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

Exhibit A
(Lease Agreement)

Exhibit B
(Assignment of Lease)

Exhibit A
(Lease Agreement)

Exhibit B
(Assignment of Lease)

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY (THE "AUTHORITY") TO APPROVE THE ASSIGNMENT OF LEASE
FOR OFFICES OCCUPIED BY THE CITY OF SANDY SPRINGS (THE "CITY") AT
MORGAN FALLS FROM CH2MHILL TO THE AUTHORITY AND THE SUBLEASE
AGREEMENT PROVIDING FOR THE SUBLEASE OF SAID OFFICES FROM THE
AUTHORITY TO THE CITY**

WHEREAS, under the instructions and direction of the City, CH2MHILL entered into a Lease Agreement with TSO Morgan Falls, LLC ("TSO") dated November 30, 2005, as amended by a First Amendment to Lease Agreement dated March 24, 2006, a Second Amendment to Lease Agreement dated December 14, 2006 and a Third Amendment to Lease Agreement dated May 15, 2007 (together, the "Agreement"), pursuant to which CH2MHILL leased the Morgan Falls office complex (the "Offices") from TSO; and

WHEREAS, the City entered into an agreement with CH2MHILL for the provision of professional services dated January 1, 2006 pursuant to which CH2MHILL agreed to initially lease the Offices from TSO with the City eventually accepting an assignment of the Agreement, and the City assuming the obligations under the Agreement; and

WHEREAS, since the City cannot enter into a contractual arrangement to commit funds for a period of longer than twelve (12) months except with another governmental agency, the City desires that the Authority accept assignment of the lease and then sublease the Offices to the City, and

WHEREAS, the Authority will require legal consultation and advice on certain matters relating to the Authority generally and on matters relating to the transactions contemplated by the Assignment of Lease and the Sublease Agreement specifically;

NOW THEREFORE, BE IT RESOLVED by the Authority as follows:

1. **RESOLVED**, that the execution, delivery, receipt and due performance of the Assignment of Lease, a copy of which is attached hereto as Exhibit A, is hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement.

2. **RESOLVED**, that the execution, delivery, receipt and due performance of the Sublease Agreement, attached hereto as Exhibit B, is hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement.

3. **RESOLVED**, that Wendell K. Willard, Attorney at Law, be appointed to serve as general counsel to the Authority and to render legal assistance to the Authority in such matters as deemed necessary by the Authority and specifically to take any actions necessary to register the Authority with the Georgia Department of Community Affairs

APPROVED AND ADOPTED this _____ day of _____, 2008.

Approved:

Eva Galambos, Chairman

Attest:

Christina Rowland, Secretary
(Seal)