

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF SANDY SPRINGS AND COUSINS PROPERTIES INCORPORATED
FOR THE LEASE OF PROPERTY FOR THE
CITY OF SANDY SPRINGS POLICE DEPARTMENT HEADQUARTERS**

WHEREAS, the City of Sandy Springs duly entered into that certain Lease Agreement between the City and the owner of the building hereinafter described, effective July 1, 2006 (the "Original Lease") providing for the lease of a finished building containing over 32,800 square feet, located at 5995 Barfield Road (the "Building"), for the City of Sandy Springs Police Department headquarters pursuant to resolution of the City Council dated June 13, 2006 (the "Resolution"); and

WHEREAS, the Sandy Springs Police Department is currently headquartered and operating in the Building; and

WHEREAS, at the time the Resolution was approved for the Original Lease, it was anticipated that the Building would be leased on a short term basis until the City develops a plan and implements the plan for a permanent location of Police Department headquarters and

WHEREAS, the City is currently in the process of seeking a suitable location for Police Department headquarters, but anticipates that it may require additional time; and

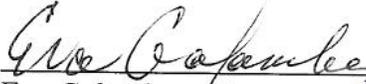
WHEREAS, the Original Lease will expire on June 30, 2009 unless it is modified and amended to extend the term; and

WHEREAS, the City has determined that there is a current need for the Police Department to continue to be housed in the Building for a period of time beyond the terms of the Original Lease and negotiations have been undertaken which have resulted in a proposal for an amendment to the Original Lease between the City and the owner of the Building in that regard;

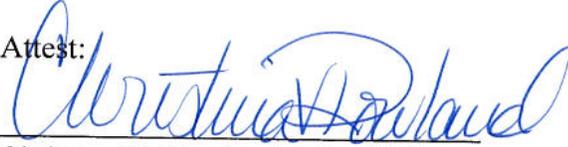
NOW THEREFORE, BE IT RESOLVED, the Council does hereby approve the terms of the proposed First Amendment to Lease Agreement from Cousins Properties Incorporated, a copy of which is attached hereto, and authorizes the City to enter into the First Amendment to Lease Agreement by signature of the Mayor or the City Manager, subject, however, to the review and acceptance of the terms by the City Manager and the City Attorney.

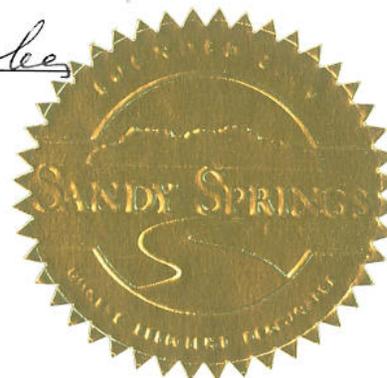
Adopted by the City Council of the City of Sandy Springs on July 10, 2007.

Approved:


Eva Galambos, Mayor

Attest:


Christina V. Rowland, City Clerk



FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), is made this 20th day of June, 2007 by and between COUSINS PROPERTIES INCORPORATED (as "Landlord") and CITY OF SANDY SPRINGS (as "Tenant").

WITNESSETH:

WHEREAS, Landlord, or Landlord's predecessor in interest, and Tenant did enter into that certain Lease Agreement, dated June 21st, 2006 (the "Original Lease") for space (the "Premises") in a building within that certain project at 5995 Barfield Road, Sandy Springs, Georgia 30328.

WHEREAS, Landlord and Tenant desire to modify and amend the Original Lease, in the manner and for the purposes herein set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. Effective Date. The effective date of this First Amendment shall be the date hereof.
2. Premises. Tenant is leasing the same space leased by Tenant under the Original Lease (which is the entire Building).
3. Extension of Lease Term. Special Stipulation 3 (Exhibit "E") of the Original Lease, which provision did state:

Extension of Lease Term. The Lease Term shall automatically extend for two (2) consecutive periods of one (1) year each. Such extension shall be on all of the terms and conditions set forth in the Lease, except that the Base Rent shall be \$12.00 per square foot of Rentable Floor Area, per annum, for the first extension period, and for the second extension period, such extension shall be on all of the terms and conditions set forth in the Lease, except that the Base Rent shall be \$12.50 per square foot of Rentable Floor Area, per annum.

is hereby deleted in its entirety, and the following is hereby inserted in lieu thereof and in substitution therefore:

Extension of Lease Term. The Lease Term shall automatically extend for four (4) consecutive periods of one (1) year each. Such extension shall be on all of the terms and conditions set forth in the Lease, except that the Base Rent shall be \$12.00 per square foot of Rentable Floor Area, per annum, for the first extension period; for the second extension period, such extension shall be on all of the terms and conditions set forth in the Lease, except that the Base Rent shall

be \$12.50 per square foot of Rentable Floor Area, per annum; for the third extension period, such extension shall be on all of the terms and conditions as set forth in the Lease, except that the Base Rent shall be \$13.00 per square foot of Rentable Floor Area, per annum; and for the fourth extension period, such extension shall be on all of the terms and conditions as set forth in the Lease, except that the Base Rent shall be \$13.50 per square foot of Rentable Floor Area, per annum.

4. No Tenant Fit-Up and Finish Work. Tenant is currently in occupancy of and hereby takes and accepts the Premises in its "as is, where is" condition, with no obligation on the part of Landlord to provide any tenant fit-up or finish work therein, or any allowance therefor.

5. Right to Cancel. The right to cancel the Lease, set forth in Special Stipulation 1 (Exhibit "E") of the Original Lease, which provision did state:

"Right to Cancel. Either Landlord or Tenant shall have the right to terminate this Lease, without penalty, Tenant with at least six (6) months prior notice to Landlord, of the election to so terminate the Lease, and Landlord with at least twelve (12) months prior notice to Tenant of the election to so terminate the Lease, but in no event shall such cancellation by Landlord be effective prior to the first (1st) day of the 13th month of the Lease Term, and in no event may Tenant deliver such notice prior to the 1st day of the 13th month of the Lease Term."

is hereby terminated in its entirety, and the following provision is inserted in lieu thereof, and in substitution therefor:

"Right to Cancel. Either Landlord or Tenant shall have the right to terminate this Lease, without penalty, Tenant with at least twelve (12) months prior notice to Landlord, of the election to so terminate the Lease, and Landlord with at least twenty-four (24) months prior notice to Tenant of the election to so terminate the Lease, but in no event shall Landlord exercise such right of cancellation prior to July 1, 2008."

6. Brokerage Commission; Indemnity. NO PARTY HAS ACTED AS AGENT OR BROKER FOR LANDLORD IN THIS TRANSACTION. THE MILLER RICHMOND COMPANY ("MR") HAS ACTED AS AGENT FOR TENANT IN THIS TRANSACTION. MR SHALL BE PAID A COMMISSION BY LANDLORD. Tenant warrants that there are no other claims for broker's commissions or finder's fees in connection with its execution of this Lease. Tenant hereby indemnifies Landlord and holds Landlord harmless from and against all loss, cost, damage or expense, including, but not limited to, attorney's fees and court costs, incurred by Landlord as a result of or in conjunction with a claim of any real estate agent or broker, if made by, through or under Tenant, except for any claim by MR. Landlord hereby indemnifies Tenant and holds Tenant harmless from and against all loss, cost, damage or expense, including, but not limited to, attorney's fees and court costs, incurred by Tenant as a result of or in conjunction with a claim of any real estate agent or broker, if made by, through or under Landlord.

7. No Other Modifications. Except as expressly modified by this First Amendment, the Original Lease remains unmodified and in full force and effect; provided, however, that Landlord and Tenant hereby acknowledge and agree that Tenant has no further cancellation or early termination rights with respect to the Premises.

8. Transfer, Successors and Assigns. This First Amendment shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective transfers, successors and assigns.

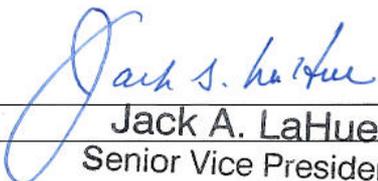
9. Time of Essence. Time is of the essence of this First Amendment.

10. Georgia Law. This First Amendment shall be construed and interpreted under the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed under seal and delivered, on the day and year first above written.

"Landlord"

Cousins Properties Incorporated

By: 
Its: Jack A. LaHue
Senior Vice President

"Tenant"

City of Sandy Springs

By: _____
Its: _____

Attest: _____
Its: _____