



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Master

File Number: 2022-2015

File ID: 2022-2015

Type: Resolution

Status: Preliminary Item

Version: 1

Action
Type:

Controlling Body: Board of
Commissioners

File Created: 07/29/2022

Subject:

Final Action:

Title:

Commission District(s): Commission District 4

Contract with Breit Stone Mountain Owner LLC to lease ± 30,400 Square Feet of
space, total cost \$3,253,986.27

Internal Notes:

Sponsors:

Enactment Date:

Attachments: 9.13.2022 BREIT Stone Mountain _ Dekalb - Rental
Lease Agreement(15557709.15)

Enactment Number:

Recommendation:

Hearing Date:

Entered by: jaanderson@dekalbcountyga.gov

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Committee of the Whole	10/18/2022	Accepted to the BOC agenda and assigned	ERPS-Employee Relations & Public Safety Committee	10/18/2022	10/18/2022	
	Action Text: This agenda item was Accepted to the BOC agenda and assigned to the ERPS-Employee Relations & Public Safety Committee due back on 10/18/2022 .						
1	ERPS-Employee Relations & Public Safety Committee	10/18/2022	recommended for approval.	Board of Commissioners	10/25/2022		Pass
	Action Text: MOTION was made by Jeff Rader, seconded by Steve Bradshaw, that this agenda item be recommended for approval. to the Board of Commissioners, due back on 10/25/2022. The motion carried by the following vote: Yes: 3 Commissioner Terry, Commissioner Rader, and Commissioner Bradshaw						
1	Board of Commissioners	10/25/2022	approved				Pass
	Action Text: MOTION was made by Ted Terry, seconded by Steve Bradshaw, that this agenda item be approved. The motion carried by the following vote:						

Master Continued (2022-2015)

Yes: 7 Commissioner Patrick, Commissioner Rader, Commissioner Johnson,
Commissioner Bradshaw, Commissioner Davis Johnson,
Commissioner Terry, and Commissioner Cochran-Johnson

Master Continued (2022-2015)

Text of Legislative File 2022-2015

Public Hearing: YES ☐ NO ☒

Department: Fire & Rescue Services

SUBJECT:

Commission District(s): Commission District 4

Contract with Breit Stone Mountain Owner LLC to lease \pm 30,400 Square Feet of space, total cost \$3,253,986.27

Information Contact: Chief Darnell Fullum

Phone Number: (678) 406-7731

PURPOSE:

To consider approving a contract with Breit Stone Mountain Owner LLC to lease \pm 30,400 square feet of space at 1574 Stone Ridge Drive Stone Mountain Georgia 30083, for 2 months with the option to renew ten 12 month periods, for a total agreement of 10 years 2 months.

NEED/IMPACT:

DeKalb County Fire Rescue currently needs adequate spacing to house Supply and Logistic reserve apparatus. The cost of this lease will be fully funded annually through the Fire Fund and has been approved as to form by the County Law Department.

FISCAL IMPACT:

Fiscal impacts to the Fire Fund, will occur in FY22-\$87,248; FY23-\$270,028.98;

FY24-\$279,634.52;

FY25-\$289,600.31; FY26-\$299,940.39; FY27-\$310,669.21; FY28-\$321,801.73;

FY29-\$333,353.69;

FY30-\$345,341.38; FY31-\$357,781.58; FY32-\$358,586.48 for a total cost of \$3,253,986.27

RECOMMENDATION:

To approve the resolution and authorize the chief executive officer to execute all necessary documents.....

III. BASE RENT AND EXPENSES

1. During the Term, Tenant will pay Landlord on the first day of each calendar year, the annual Base Rent and monthly Estimated Expenses, without notice, demand, abatement, offset or deduction. Base Rent and Estimated Expenses shall be appropriately prorated by Landlord on a per diem basis for any partial month during the Term, including, if applicable, the first month, the Base Rent and Estimated Expenses of which shall be paid by Tenant on or prior to the Lease Commencement Date. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the Base Rent and Estimated Expenses for the first (1st) full calendar month of the initial Term. Any other Additional Rent shall be due and payable by Tenant on or before 10 days after billing by Landlord. Attached hereto as **Exhibit D** are instructions for all payments by Tenant to Landlord, which may be updated from time to time by written notice delivered by Landlord to Tenant. Tenant's payment obligations under this Lease are absolute and unconditional and independent covenants from Landlord's covenants under this Lease. If Tenant is delinquent in the payment of any Rent for more than 5 days, Tenant shall pay to Landlord a late charge equal to 5% of such delinquent sum and interest on the late fee and unpaid Rent from the date such amount was due until paid in full at the Applicable Interest Rate. Said late charge shall be in addition to any other rights and remedies available to Landlord under this Lease, at law, or in equity, and shall not be construed as a penalty. Tenant shall also pay Landlord any cost incurred by Landlord in connection with a check presented by Tenant that is declined due to insufficient funds.
2. **BASE RENT.** Base Rent is as follows; provided that the Estimated Expenses are subject to adjustment and reconciliation in accordance with the terms and provisions of Sections 3, 4, and 5 below:

Yearly Totals	Base Rent	Estimated Operating Expenses	Security Deposit	Total
2022	\$ 33,693.34	\$ 9,930.66	\$ 43,624.00	\$ 87,248.00
2023	\$ 210,246.40	\$ 59,782.58		\$ 270,028.98
2024	\$ 218,656.26	\$ 60,978.26		\$ 279,634.52
2025	\$ 227,402.51	\$ 62,197.80		\$ 289,600.31
2026	\$ 236,498.61	\$ 63,441.78		\$ 299,940.39
2027	\$ 245,958.55	\$ 64,710.66		\$ 310,669.21
2028	\$ 255,796.89	\$ 66,004.84		\$ 321,801.73
2029	\$ 266,028.77	\$ 67,324.92		\$ 333,353.69
2030	\$ 276,669.92	\$ 68,671.46		\$ 345,341.38
2031	\$ 287,736.72	\$ 70,044.86		\$ 357,781.58
2032	\$ 299,246.18	\$ 59,340.30		\$ 358,586.48
TOTAL	\$ 2,557,934.15	\$ 652,428.12	\$ 43,624.00	\$ 3,253,986.27

3. **EXPENSES.** On the Lease Commencement Date and the first day of each calendar month thereafter during the Term, Tenant shall pay to Landlord an amount equal to 1/12 of the



March 24, 2025

Subject: Link Logistics Common Area Maintenance Reconciliation for 1574 Stone Ridge Dr, Stone Mountain, GA 30083

Hello,

I am reaching out as it is that time of year for Link Logistics to provide you with your 2024 common area maintenance (CAM) reconciliation. The below amount represents your share of expenses due for 2024 per your lease.

If the below indicates a balance is due, you can easily pay your bill online using [Link+](#) or use one of the options listed below. For payments made outside of [Link+](#), please include your customer ID, t0225801, and "2024 CAM Reconciliation" in the remittance advice. This will help to ensure your payment is applied correctly.

If the below indicates a balance is owed back to you, please login to [Link+](#) to elect how you would like your credit to be applied to your Link Logistics lease.

	Recovery Amount
Insurance	\$2,830.86
Operating Expenses	\$15,161.29
Real Estate Tax	\$55,574.92
Utilities	\$0.00
Total Responsibility	\$73,567.07
Management Fee	\$14,611.16
(Less Billed Monthly Estimates)	(\$60,978.24)
Total 2024 CAM Reconciliation	\$27,199.99
Sales Tax	\$0.00
Total Due/(Owed)	\$27,199.99

5/860,978.24

We try to mitigate these costs to our customers by leveraging our scale and partnerships to get the best possible value; however, there may be factors outside our control regarding these expenses.

In addition to the above summary, we have enclosed a detailed view of the CAM reconciliation for 2024. Don't hesitate to reach out with any questions or concerns—we're here to help.

Thank you in advance for your time and attention, and for partnering with Link Logistics for your business needs.

Kyle Brady
Your Link Property Manager

kyle.brady@linklogistics.com



Payment Options

- Online payment via [Link+](#)
- Regular USPS (Allow 7-10 days)
 - BREIT Stone Mountain Owner LLC
BREIT Stone Mountain Owner LLC
P.O. Box 208046
Dallas, TX 75320-8046
- Express Mail Address:
 - BREIT Stone Mountain Owner LLC
Lockbox Services 208046
BREIT Stone Mountain Owner LLC
Irving, TX 75063
- ACH/Wire Instructions:
 - Wells Fargo Bank, N.A.
 - Beneficiary: BREIT Stone Mountain Owner LLC
 - Acct #: 4811029198
 - Wire ABA #: 121000248
 - ACH ABA #: 121000248



90 Park Avenue, 32nd floor | New York, NY 10016

2024 Operating Expense Reconciliation Detail for Dekalb County

bt40482

Amendment	Suite	Expense Description	Charge Description	Property Level Operating Expense	Property Expense Cap	Property Level Operating Expense	Days Occupied In 2024	Base Year	% Share of Building	Net Expense Share
Renewal	A	Insurance	Insurance	2,830.86	-	2,830.86	366	-	100.00%	2,830.86
Renewal	A	Administrative fee	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	General Building Expenses	Operating Expenses	4,990.98	-	4,990.98	366	-	100.00%	4,990.98
Renewal	A	Fire Life Safety	Operating Expenses	4,405.00	-	4,405.00	366	-	100.00%	4,405.00
Renewal	A	Refrigeration	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	HVAC	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	Landscaping	Operating Expenses	4,408.56	-	4,408.56	366	-	100.00%	4,408.56
Renewal	A	Parking Lot	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	Roof Repair and Maintenance	Operating Expenses	1,356.75	-	1,356.75	366	-	100.00%	1,356.75
Renewal	A	Building Other	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	Snow Removal	Operating Expenses	-	-	-	366	-	100.00%	-
Renewal	A	Real Estate Tax	Real Estate Tax	48,473.71	-	48,473.71	366	-	100.00%	48,473.71
Renewal	A	Other Taxes	Real Estate Tax	7,101.21	-	7,101.21	366	-	100.00%	7,101.21
Renewal	A	Electric	Utilities	-	-	-	366	-	100.00%	-
Renewal	A	Trash Removal	Utilities	-	-	-	366	-	100.00%	-
Renewal	A	Utilities Excluding Electric	Utilities	-	-	-	366	-	100.00%	-
Suite Area Detail		Leased Area	Building Area	Pro-rata Share						
A		30,400	30,400	100.00%						
										Total Responsibility \$ 73,567.07
										Total Management Fees \$ 14,611.16
										(Less Billed Monthly Estimates) \$ (60,978.24)
										Total 2024 CAM Reconciliation \$ 27,199.99
										Sales Tax \$ -
										Total Due/(Owed) 27,199.99