

June 22, 2022

WHEREAS, on September 10, 2008, by Resolution No. 08-2480, the City Council of the City of Dallas authorized a seven-year lease agreement dated September 17, 2008, (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and ARI-Forest Green, L.P., a Delaware limited liability partnership, ("Landlord") as landlord, for approximately 4,290 square feet of office space in a six-story office building, located at 11910 Greenville Avenue, Suite 100, Dallas, Dallas County, Texas (the "Premises") to be used by the Building Inspection's North Central District; and

WHEREAS, on June 29, 2011, ARI-Forest Green, L.P., conveyed certain real property, which included the Premises, to ARI Forest Green Management, LLC, a Delaware limited liability company (hereinafter "Landlord") as successor in interest; and

WHEREAS, the Lease expired on September 30, 2015; and

WHEREAS, the City's occupancy was extended to October 31, 2015 pursuant to the holdover provision in Section XV of the Lease; and

WHEREAS, on November 10, 2015, by Resolution No. 15-2090, City Council authorized the First Amendment to Lease Agreement dated November 1, 2015, to extend the lease terms for an additional seven years; and

WHEREAS, on April 3, 2017, ARI Forest Green Management, LLC, conveyed certain real property, which included the Premises, to SOHO/Davis FG, LLC, a Delaware limited liability company (hereinafter "Landlord") as successor in interest; and

WHEREAS, the Lease, as amended, expires by its own terms on October 31, 2022; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease to extend the term for an additional seven (7) year term ("Extension Term"), at an amended rental rate and amended terms.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, be and is hereby authorized to execute a Second Amendment to Lease Agreement between SOHO/Davis FG, LLC, a Delaware limited liability company and the City of Dallas.

SECTION 2. That the special terms and conditions of the Second Amendment to Lease Agreement are:

- (a) The term of the Lease is extended for an additional seven (7) years (the "Extension Term") beginning November 1, 2022 and ending October 31, 2029,

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SECTION 2. (continued)

- (b) provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- (c) Monthly Rental Payments during the Extension Term shall be as follows: (subject to annual appropriations):

November 1, 2022 – October 31, 2029	\$6,324.18 per month
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- (d) Modify the Lease, as amended, with the addition of Section **XXVI** as follows:

Counterparts: **Electronic Signatures.** Landlord and City consent to the use of **electronic signatures** on this Amendment and all documents relating to the Lease and this Amendment, including, but not limited to, any amendments, written approvals, or Notices to any of the foregoing (collectively, the "Lease Documents"). Landlord and City agree that any **electronic signatures** appearing on the Lease Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease Document shall, for all purposes of the Lease Documents and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall include, DocuSign and AdobeSign, and have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

- (e) All other terms and conditions of the Lease, as previously amended, not expressly amended hereby, shall remain in full force and effect.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to SOHO/Davis FG, LLC, or its successors and assigns on the first day of each month in advance during the Extension Term beginning November 1, 2022 in the amount specified below:

November 1, 2022 – September 30, 2023: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2023 – September 30, 2024: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2024 – September 30, 2025: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2025 – September 30, 2026: (subject to annual appropriations)	\$6,324.18 per month

SECTION 3 . (continued)

October 1, 2026 – September 30, 2027: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2027 – September 30, 2028: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2028 – September 30, 2029: (subject to annual appropriations)	\$6,324.18 per month
October 1, 2029 – October 31, 2029: (subject to annual appropriations)	\$6,324.18 per month

SECTION 4. That the payments will be charged as follows:

November 1, 2022 – September 30, 2023: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2023 – September 30, 2024: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2024 – September 30, 2025: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2025 – September 30, 2026: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2026 – September 30, 2027: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2027 – September 30, 2028: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity B113,

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SECTION 4 . (continued)

Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2028 – September 30, 2029: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity BI13, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

October 1, 2029 – October 31, 2029: Fund Building Inspection Fund, Fund 0150, Department DEV, Unit 3151, Object 3330, Activity BI13, Encumbrance/Contract No. CX-DEV-2022-00018742, Commodity 97145, Vendor VC17098, Amount \$6,324.18.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone and communication companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, City Attorney

BY: 
Assistant City Attorney