

1 RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT
2 BETWEEN SK ARO, LLC (LESSOR) AND FULTON COUNTY, GEORGIA (LESSEE),
3 TO TEMPORARILY EXPAND THE LEASED SPACE BY 1,256 SQUARE FEET UNDER
4 A PREVIOUSLY EXECUTED LEASE AGREEMENT FOR THE PURPOSE OF
5 DISPLAYING ART EXHIBITS; TO AUTHORIZE THE COUNTY ATTORNEY TO
6 APPROVE THE FIRST AMENDMENT TO LEASE AGREEMENT AS TO FORM AND
7 MAKE NECESSARY MODIFICATIONS AS NECESSARY PRIOR TO EXECUTION;
8 AUTHORIZING THE CHAIRMAN OR VICE CHAIR TO EXECUTE THE FIRST
9 AMENDMENT TO LEASE AGREEMENT AND RELATED DOCUMENTS; AND FOR
10 OTHER PURPOSES

11 WHEREAS, the daily operations of the Fulton County Government require the
12 leasing of office, retail and warehouse space from private entities for the purpose of
13 providing government services to include Arts and Culture; and

14 WHEREAS, the Fulton County Board of Commissioners previously approved
15 Agenda Item #21-0703 at the Board of Commissioners' Meeting held on October 6, 2021
16 for the purpose of leasing approximately 25,269 square feet of office space for the daily
17 operations of the Office of the Fulton County District Attorney at 86 Pryor Street, Atlanta,
18 Georgia, which is part of the Atlanta Underground Retail Development, from SK ARO,
19 LLC; and

20 WHEREAS, the Department of Arts and Culture has identified approximately 1,256
21 square feet of retail space within the Atlanta Underground Retail Development which is
22 owned and operated by SK ARO, LLC, that can be repurposed and used to display arts
23 and culture related items; and

24 WHEREAS, SK ARO, LLC desires to have the Department of Arts and Culture
25 display arts and culture related items in this space; and

26 WHEREAS, the Department of Real Estate and Asset Management, at the request
27 of the Department of Arts and Culture, has negotiated mutually acceptable lease terms
28 to temporarily expand, at no additional cost to the County, the leased space by 1,256
29 square for seven (7) months, May 1, 2022 through December 31, 2022, with SK ARO,
30 LLC; and

31 WHEREAS, the approval of the Fulton County Board of Commissioners is being
32 requested so as to allow the Department of Arts and Culture to occupy additional space
33 in the Atlanta Underground Retail Development based on the negotiated rental terms
34 included within the First Amendment to Lease Agreement for the purpose formalizing the
35 rental terms for occupancy by staff; and

WHEREAS, pursuant to O.C.G.A. §§ 36-10-1 and 36-60-13 and Fulton County Code § 102-394, the County is authorized to enter into multiyear lease contracts for real property and such contracts shall be in writing and entered on its minutes.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves a First Amendment to Lease Agreement with SK ARO, LLC in substantially the form attached hereto as Exhibit "A."

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners (or Vice-Chair, in the Chairman's absence) is hereby authorized to execute the First Amendment to Agreement between Fulton County and SK ARO.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to Lease Agreement as to form, and to make such other or additional modifications as are necessary to protect the County's interests prior to execution.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 18th day of May, 2022.



FULTON COUNTY BOARD OF COMMISSIONERS

[Signature of Robert L. Pitts]

Robert L. Pitts, Chairman

ATTEST:

[Signature of Tonya R. Grier]
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

[Signature of Y. Soo Jo]
Y. Soo Jo
County Attorney

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is entered into this _____ day of April, 2022 (the "Effective Date") between SK ARO, LLC, a Delaware limited liability company ("Landlord") and Fulton County, Georgia, a political subdivision of the State of Georgia ("Tenant"). Landlord and Tenant are also each a "Party" and are collectively the "Parties".

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Lease") dated October 12, 2021 for property located at 86 Pryor Street, Floors 2, 3 and 4, Atlanta, GA 30303 (as more fully set forth in the Lease, the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Lease.

2. Amendments to the Lease. As of the Effective Date, the Lease is hereby amended or modified as follows:

a) The following is hereby alphabetically inserted into the Definitions section of the Lease as though fully set forth therein:

"Additional Premises" shall include approximately 1,265 square feet of property located in the development known as Underground Atlanta and designated as Suite 194, and as more particularly described in Exhibit "D" attached hereto and incorporated herein by reference."

b) The definition of "Premises" within the Definitions section of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"Premises" shall include not only the property described in Exhibit A, attached hereto as referenced in Article I below, but also (i) the Additional Premises and (ii) all the fixtures, improvements, tenements and appurtenances, thereunto belonging to the Premises or Additional Premises or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all time."

c) The following is hereby inserted as the last sentence to Article II:

"Notwithstanding anything above to the contrary, the term for Tenant's occupancy of the Additional Premises shall commence on May 1, 2022 and terminate on December 31, 2022 (the "Additional Premises Term"), and in no event shall such Additional Premises Term be extended unless mutually agreed upon in writing by Landlord and Tenant."

d) The following is hereby inserted as the last sentence of Article III:

"Notwithstanding the foregoing, no such option shall be permitted with respect to the Additional Premises."

e) The following is inserted as Paragraph 36to Article V of the Lease:

“36. Fixtures and Interior Alterations to Additional Premises. Lessee may construct, build, and install in the Additional Premises any and all racks, counters, shelves, lighting, paint and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Lessee's business, which racks, counters and other fixtures and other equipment shall at all times be and remain the property of Lessee, and Lessee shall have the right to remove all or any part of the same from said Demised Premises at any time so long as Lessee is not in default of the terms and provisions of this Lease; provided, (i) Lessee shall repair or reimburse Lessor for the cost of repairing any damage to said Demised Premises resulting from the installation or removal of such items; (ii) Lessee shall obtain any required licenses or permits from the City of Atlanta or other applicable governing body; (iii) Lessee shall perform any alterations in a good and workmanlike manner using the highest quality materials; and (iv) Lessee receives written approval of all plans and specification for any such modification, such approval not to be unreasonably withheld, conditioned or delayed.”

3. Miscellaneous.

(a) This First Amendment is governed by and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of laws provisions of such State.

(b) This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted heirs, successors and permitted assigns.

(c) The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.

(d) This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(e) This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. To the extent the terms of this First Amendment and the Lease conflict with each other, this First Amendment shall control.

[Balance of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of above written.

LANDLORD:

SK ARO, LLC,
a Delaware limited liability company

TENANT:

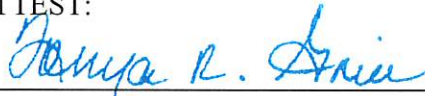
FULTON COUNTY, GEORGIA

By: _____
Shaneel Lalani, Manager



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:



Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM:



Y. Soo Jo
County Attorney

ITEM # 22-0349 RM 5/8/22
REGULAR MEETING

The Additional Premises

