



## ARLINGTON COUNTY, VIRGINIA

<p style="text-align: center;"><b>County Board Agenda Item Meeting of July 8, 2006</b></p>
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**DATE:** June 13, 2006

**SUBJECT:** Approval of the First Amendment to Deed of Lease, between The County Board of Arlington County, Virginia and George Thakor on the County's real property located at 901 S. Clark St., Arlington, Virginia, RPC 34025003.

**C. M. RECOMMENDATIONS:**

1. Approve the attached First Amendment to Deed of Lease, between The County Board of Arlington County, Virginia and George Thakor on the County's real property located at 901 S. Clark St., Arlington, Virginia, RPC 34025003.
2. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the First Amendment and all related documents subject to approval as to form by the County Attorney.

**ISSUE:** None.

**SUMMARY:** Following County Board approval and proper execution of the First Amendment to Deed of Lease ("First Amendment") to the initial Deed of Lease dated August 17, 2005 ("Original Lease") (jointly "Lease, as Amended"), George Thakor ("Tenant") may continue to occupy and pay rent on a month-to-month basis, until the County serves the Tenant a 30-day advance notice to terminate the Lease, as Amended, for the real property located at 901 S. Clark St. ("Premises").

**BACKGROUND:** Staff finalized the negotiation of the First Amendment to extend the term and amend other sections of the initial Lease which will allow the Tenant to continue to operate the Crystal Motel and pay rent to the County until such time as the County and MR Boundary Channel LLC consummate the exchange of properties known as the Twin Bridges site, located at 333 and 355 Jefferson Davis Highway and the County's real property, located at 901 S. Clark St.

**DISCUSSION:** The attached First Amendment has been structured to provide a commercially viable agreement to protect the County's rights and needs as a local government so the Tenant may continue to occupy the Premises. Some of the pertinent provisions of the First Amendment are as follows:

<p>County Manager: _____</p>
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<p>County Attorney: _____</p>
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<p>Staff: Hank Leavitt, DCPHD and Linda DePersis, DES, Real Estate Bureau</p>
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- The Tenant shall continue to lease the Premises, containing approximately 29,253 square feet of land, buildings and improvements, on a month-to-month basis.
- The extended term for the Premises commences on August 17, 2006.
- Effective August 17, 2006, Rent is increased from \$10 to \$100,000 per annum. Rent equates to \$8,333.33 per month.
- The Tenant shall handle and absorb all costs associated with maintenance for the Premises.
- The Tenant pays all utility costs.
- The County has the right to terminate the Lease, as Amended, by serving a 30-day prior written notice to the Tenant.

**FISCAL IMPACT:** If the attached First Amendment to the Deed of Lease is approved and executed on behalf of the County, the County shall collect \$8,333.33 per month as revenue during the extended term of the Lease.

**FIRST AMENDMENT TO DEED OF LEASE**

**THIS FIRST AMENDMENT TO LEASE ("First Amendment")** made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **THE COUNTY BOARD OF ARLINGTON, VIRGINIA**, a body corporate, hereinafter called "Landlord", and **GEORGE THAKOR**, an individual and resident of the Commonwealth of Virginia, hereinafter called "Tenant" (jointly "Parties").

**RECITALS**

**WHEREAS**, Landlord is the owner of that certain land, buildings and improvements, located at 901 S. Clark Street, Arlington, Virginia, RPC 34025003 (jointly "Premises"); and

**WHEREAS**, Landlord acquired the Premises from Deborah G. Lucckese, Trustee and C.S. Taylor Burke, III, Trustee ("Trustees"), and took title to the Premises subject to an existing prime lease and sublease, which were assigned to the Landlord by the Trustees; and

**WHEREAS**, Landlord and Tenant executed a new Deed of Lease, dated August 17, 2005, which expires on August 16, 2006 ("Original Lease").

**WHEREAS**, the Parties hereto desire to amend certain terms and conditions of the Original Lease by means of this First Amendment so the Tenant may continue to lease the Premises on a month-to-month basis.

**WITNESSETH:**

**NOW THEREFORE**, the Parties hereto agree as follows:

For and in consideration of the amount of One Dollar (\$1.00), the covenants and agreements set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Original Lease as set forth in this First Amendment.

1. **TERM:** Section 2 of the Original Lease is hereby amended by deleting the entire section and adding, in its stead: "Tenant shall lease the Premises on a month-to-month basis, commencing on August 17, 2006 ("Extended Term"). Landlord shall give to Tenant at least thirty (30) days prior written notice to quit the Premises ("Expiration Date")."
2. **RENT:** Section 3 of the Original Lease is hereby amended by deleting the entire section and adding, in its stead: "Tenant shall pay Eight Thousand, Three Hundred Thirty Three Dollars and Thirty-three Cents (\$8,333.33) per month, which equates to One Hundred Thousand Dollars (\$100,000) per annum, for base rent for the Leased Premises ("Rent") in equal monthly installments, without deduction or demand, on the first (1<sup>st</sup>) day of each month during the Extended Term. The payment shall be made by check, payable to the Treasurer Arlington County, Virginia, and delivered to the following address: Arlington County, Virginia, Department of Environmental Services, Engineering and Capital Projects Division, 2100 Clarendon Boulevard, Suite 813, Arlington, Virginia 22201, Attention: Real Estate Bureau or to Landlord at such other place as Landlord may from time to time designate, in writing."
3. **EFFECT OF FIRST AMENDMENT ON LEASE:** Except as amended hereby, all other terms and conditions of the Original Lease remain in full force and effect. In the event the

terms and conditions of this First Amendment conflict with the terms of the Original Lease, the terms and conditions of this First Amendment shall prevail and be controlling.

- 4. **THIRD PARTIES:** This First Amendment shall inure to the benefit of, and bind, the Parties' respective successors.
- 5. **FULL FORCE AND EFFECT:** The Parties each represent and warrant to the other that the Original Lease, as amended by this First Amendment, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way, other than by this First Amendment.
- 6. **ENTIRE AGREEMENT, AMENDMENT:** The Original Lease, as amended by this First Amendment, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this First Amendment shall be of any force and effect. This First Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.
- 7. **COUNTERPARTS:** This First Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 8. **INCORPORATION OF RECITALS:** The foregoing recitals are fully incorporated into this First Amendment by this reference.

IN WITNESS WHEREOF, the Parties hereto have caused multiple counterparts of this First Amendment to be signed in their respective names by their respective authorized officers, effective as of the later of the dates set forth below.

**Landlord: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Uri Arkin, Real Estate Bureau Chief

Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, VA

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2006,  
by \_\_\_\_\_, on behalf of the County Board of Arlington County, Virginia.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Tenant: GEORGE THAKOR**

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2006, by \_\_\_\_\_, of.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

ATTACHMENT 1

VICINITY MAP

901 South Clark Street,  
Arlington, VA

