

**AMENDED
MECKLENBURG COUNTY
BOARD OF COMMISSIONERS
RESOLUTION DECLARING INTENT TO LEASE PROPERTY
TO JOHN AND HRESANTHE GEORGOPOULOS
OWNERS OF LITTLE VILLAGE GRILL**

WHEREAS, Mecklenburg County is the owner of the Government District Parking Deck, located at 901 E. 4th Street, Charlotte, NC, parts of which were designed for use as retail space; and

WHEREAS, John and Hresanthe Georgopoulos, owners of Little Village Grill, have submitted a proposal to lease one retail space attached to the Government District Parking Deck at 4th and McDowell Streets; and

WHEREAS, Collier's Commercial, LLC, the real estate firm secured by the County to obtain tenants for the retail portion of the parking deck is in agreement with the following proposed business terms:

Location	901 E. 4 th Street, Suite A	
Total Square Footage	1,457 SF	
Lease Term	Five (5) years & Six (6) Months	
Option to Renew	- One extension option: Four (4) years and one hundred and seventy-nine (179) days	
Base Lease Rate	\$20.00 per sq. ft. (29,140/yr.)	
Annual Increases	Years 2 – 5.5: 3% annually; Option Years: 3% annually	
Revenue (Years 1-5)		
Year 1 (Months 1 – 6)	\$0.00	
Year 1 (Months 7 – 12)	\$20.00/SF	\$2,428/month
Year 2 (Months 13 – 24)	\$20.60/SF	
Year 3 (Months 25 – 36)	\$21.22/SF	
Year 4 (Months 37 – 48)	\$21.85/SF	
Year 5 (Months 49 – 60)	\$22.51/SF	
Year 6 (Months 61 – 66)	\$23.19/SF	

Insurance - Tenant is required to maintain required insurance including liability, property, Worker's Compensation and Professional Errors & Omissions insurance.

Maintenance & Janitorial- Tenant is responsible for all maintenance and janitorial services required within the Premises. Tenant shall be responsible for building systems within the

Premises including, but not limited to, fire alarm, electrical, and plumbing. Tenant agrees to enter into a service contract for preventive maintenance of HVAC equipment, including regular inspections. Tenant is responsible for HVAC repairs under \$5,000.

For major HVAC repairs exceeding \$5,000, Landlord agrees to contribute to a replacement unit by waiving Tenant's Base Rent for three (3) consecutive months.

Common Area Maintenance - In addition to Base Rent (Revenue), Tenant will pay Landlord their pro-rata share of the exterior maintenance, landscaping, trash removal and general maintenance. Tenant's pro-rata share amount in year 1 is estimated to be \$404.32/month.

Delivery of Premises - Tenant to take Premises "as is".

Commission - County shall pay a total of 4% commission on the guaranteed base rent for years 1-5 to County's broker, Steve Rich of Colliers International. The total commission to be paid by the County for Little Village Grill will be \$6,281.15.

WHEREAS, the County's Asset and Facility Management Department has determined that the space that John and Hresanthe Georgopoulos, owners of Little Village Grill, desire to lease will not be needed by the County during the term of the lease; and

WHEREAS, pursuant to G.S. 160A-272 the Board of Commissioners has determined that it would be in the public interest for it to agree to the arrangement proposed by John and Hresanthe Georgopoulos, owners of Little Village Grill; and

WHEREAS, on April 3, 2018 the Board of Commissioners adopted a Resolution Declaring Intent to Lease Property to John and Hresanthe Georgopoulos, owners of Little Village Grill and directed the Clerk to the Board to publish a notice of the Board's intent to approve the lease arrangement on May 15, 2018; and

WHEREAS, the publication of the notice occurred on April 27, 2018 and 30 days notice is required, now, therefore, be it

RESOLVED that the Mecklenburg County Board of Commissioners does hereby declare its intent to enter into a lease arrangement with John and Hresanthe Georgopoulos, owners of Little Village Grill, as described above, and the Clerk to the Board has published a notice of the Board's intent to approve the lease arrangement with John and Hresanthe Georgopoulos, owners of Little Village Grill, at the Board's June 5, 2018 meeting as required by law.

Adopted the ___ day of May, 2018.

Approved as to Form:

County Attorney

Clerk to the Board

(SEAL)