City Council
Chief Clerk's Office
402 City Hall
Philadelphia, PA 19107

Legislation Text

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Authorizing the Commissioner of Public Property, on behalf of the City of Philadelphia, to enter into a sublease agreement with the Philadelphia Authority for Industrial Development for the use by the City of the premises located at 1101 Market Street, Philadelphia, PA, under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property, on behalf of the City of Philadelphia, as subtenant, is hereby authorized to enter an amendment of the sublease agreement with the Philadelphia Authority for Industrial Development, as sublandlord, for use by the City of the premises located at 1101 Market Street, Philadelphia, PA, pursuant to terms substantially set forth in the document hereto attached as Exhibit "A".

SECTION 2. The City Solicitor is authorized to review and approve the amendment to the lease, sublease, and other documents necessary to effectuate this Ordinance, which amended lease, sublease, and other documents shall contain such terms and conditions as the City Solicitor shall deem necessary and proper to protect the interests of the City and to carry out the purposes of this Ordinance.

EXHIBIT A

Terms of Proposed Lease and Sublease Amendment

For 1101 Market St, Philadelphia, PA

TENANT/SUBLANDLORD:	Philadelphia Authority for Industrial Development The City of
SUBTENANT LANDLORD:	Philadelphia Girard Estate Leasehold
DEMISED PREMISES:	The entire 6th floor of the building-22,958 RSF
TERM:	Landlord and Tenant agree to a Lease extension for the additional space of fourteen (14) years, and 6 Months. Commencing 3/1/2017 and terminating as of 8/31/2031; running concurrently with the existing lease term.
BASE RENT:	The Initial Base Rent for the 6th floor shall be $12.50 NNN per rentable square foot. The Initial Base Rent shall be subject to annual increases of $0.45 per rentable square foot on each subsequent September 1st.
OPERATING EXPENSES AND REAL ESTATE TAXES:	In accordance with the existing Lease, Tenant shall continue to be responsi the extent applicable).

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TENANT IMPROVEMENTS: So long as Tenant is not in default under the Lease, Landlord shall provide a tenant improvement allowance of $15.00 per rentable square foot, multiplied by the square footage of the demised premises. Based upon the Existing Premises, the tenant improvement allowance shall be $344,373.00. This tenant improvement allowance is to be used for all hard and soft construction costs, including architects, consultants and other work as may be required by the authorities having jurisdiction. Tenant may utilize up to $5.00 per rentable square foot of tenant improvement allowance to offset costs for furniture, fixture and equipment as well as moving costs. Said tenant improvement allowance will be available to tenant for use upon execution of a lease amendment. The parties hereto agree that the tenant improvement allowance must be fully exhausted within six (6) years of the Commencement Date.