

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE NINTH AMENDMENT TO THE LEASE FOR OFFICE SPACE BETWEEN THE AGENCY AND MILLENNIUM ONE LLC (LANDLORD) TO EXTEND THE TERM OF THE LEASE BY ONE (1) YEAR THROUGH SEPTEMBER 2021, WITH AN INCREASE OF 3% WITH A PROVISION THAT THE AGENCY HAS THE ABSOLUTE RIGHT TO TERMINATE THE LEASE UPON 60 DAYS NOTICE; PROVIDING AN EFFECTIVE DATE.**

**\* \* \* \* \***

**WHEREAS**, a lease (the "Original Lease") was entered into by and between Lessor and Lessee dated May 16, 2001, for office space in the approximate amount of 6,307 square feet located at Suite 300 ("Suite 300") in the building located at 2001 Broadway, Riviera Beach, Florida (the "Building"); and

**WHEREAS**, the parties executed a First Amendment to Lease Agreement dated as of September 1, 2006 (the "First Amendment"), which, among other things, extended the term of the Original Lease from September 1, 2006 through August 31, 2009; and

**WHEREAS**, the parties executed a Second Amendment to the Lease Agreement dated as of August 31, 2009 (the "Second Amendment"), which among other things reduced the amount of leased square footage from 6,307 to 3,820 and extended the lease term from September 1, 2009 to November 30, 2009; and

**WHEREAS**, the parties executed a Third Amendment to the Lease Agreement dated as of November 10, 2009 (the "Third Amendment"), which among other things reduced the amount of leased square footage from 3,820 to 3,201 and extended the lease term from December 1, 2009 to November 30, 2011; and

**WHEREAS**, the parties executed a Fourth Amendment to the Lease Agreement dated as of November 23, 2011 (the "Fourth Amendment"), which among other things increased the amount of leased square footage from 3201 to 3820 and extended the lease term from December 1, 2011 to November 31, 2014; and

**WHEREAS**, the parties executed a Fifth Amendment to the Lease Agreement dated February 19, 2014 (the "Fifth Amendment") which among other things, increased the amount of leased square footage from 3,820 to 6,307; and extended the term of the lease for 42 months commencing on April 21, 2014 to October 1, 2017; and

**WHEREAS**, the parties executed a Sixth Amendment to the Lease Agreement dated as of June 1, 2017 (the "Sixth Amendment") to extend the term of the Lease through September 30, 2018 with two one-year options at the same rate of \$17.80 per square foot; and

**WHEREAS**, the parties executed a Seventh Amendment to the Lease Agreement dated April 28, 2018 (the “Seventh Amendment”) whereby the Tenant exercised the first of its one-year options extending the term of the Lease through September 30, 2019 at the rental rate of \$17.80 per square foot; and

**WHEREAS**, the parties executed an Eighth Amendment to the Lease Agreement dated June 12, 2019 (the “Eighth Amendment”) whereby the Parties agreed to extend the term of the Lease through September 30, 2020 at the rental rate of \$17.80 per square foot with a one-year Tenant option with a three percent (3%) increase in the rental rate for the term September 2020 through September 2021, plus applicable sales tax. The Original Lease as amended by the First Amendment, as further amended by the Second Amendment, as further amended by the Third Amendment as further amended by the Fourth Amendment, as further amended by the Fifth Amendment, as further amended by the Sixth Amendment, as further amended by the Seventh Amendment, as further amended by the Eighth Amendment, is hereinafter referred to collectively as the "Lease"; and

**WHEREAS**, the parties agree to execute a Ninth Amendment to extend the term of the Lease through September 30, 2021 at the rental rate of \$18.33 per square foot, a three percent (3%) increase in the rental rate over the term of the current lease of \$17.80 per square foot, plus applicable sales tax with the Agency’s absolute right to terminate the lease upon 60 days written notice.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

SECTION 1 The Agency hereby approves the Ninth Amendment to the Lease with Millennium One, LLC. attached hereto as Exhibit “A” and authorizes the Chairman and Interim Executive Director to execute the Amendment.

SECTION 2 This resolution shall be effective immediately upon its adoption.

**[Signatures on following page]**

PASSED AND ADOPTED this \_\_\_\_\_ day of August 2020.

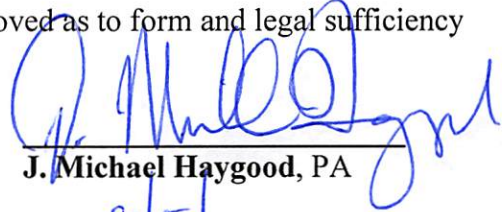
RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
**JULIA A. BOTEL, Ed. D**  
Chairperson

**ATTEST:**

\_\_\_\_\_  
Executive Director

Approved as to form and legal sufficiency



**J. Michael Haygood, PA**

Date 8/5/2020

J. Michael Haygood, PA  
General Counsel to CRA

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

- J. BOTEL \_\_\_\_\_
- K. MILLER-ANDERSON \_\_\_\_\_
- T. McCOY \_\_\_\_\_
- S. LANIER \_\_\_\_\_
- D. LAWSON \_\_\_\_\_