

7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FOURTH AMENDMENT TO THE LEASE FOR OFFICE SPACE BETWEEN THE AGENCY AND MILLENNIUM ONE, LLC (LANDLORD); PROVIDING AN EFFECTIVE DATE.
(ATTACHMENT - #7)

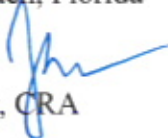


Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Tony T. Brown 
Executive Director, CRA

DATE: November 4, 2011

SUBJECT: Lease Agreements with Millennium One, L.L.C.

We are recommending a Fourth Amendment, for a period of three years, to the current Lease agreement with Millennium One, LLC, for the CRA offices, that is up November 30, 2011. We also recommend the execution of a Lease agreement for the offices to be used by the Clean and Safe Program at no additional square footage cost. We successfully negotiated the following:

- The space previously used for the Public Resource Gallery will be added to the lease at no additional charge. The current base rent payment is \$4,670.79 for 3,201 sq. ft. The fourth amendment to the lease will include 3,820 sq. ft. for the same monthly payment. Additional charges, such as maintenance, will be calculated based on 3,201 sq. ft. of Suite 300.
- The CRA will be able to use the larger vacant space on the third floor west of the Public Resource Gallery for meetings at no additional charge.
- After participating in the Realtors Workshop, organized by BRIC, the landlord agreed to provide the Clean and Safe program with offices on the second floor. The approximate 1,362 sq. ft. in Suite #250 will cost the CRA \$1 a year to rent.
- The Bank of America Branch currently occupying the first floor is closing operations January 6, 2012 and after hearing our concerns, the landlord agreed to provide a concierge desk in the lobby including the security services, during business hours, at no charge to the tenants.

TB/ep

RESOLUTION NO. 2011-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE FOURTH AMENDMENT TO THE LEASE FOR OFFICE SPACE BETWEEN THE AGENCY AND MILLENNIUM ONE, L.L.C. (LANDLORD); PROVIDING AN EFFECTIVE DATE.

WHEREAS, a lease (the "Original Lease") was entered into by and between Landlord and Agency 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(the Original Lease as amended by the First Amendment, as further amended by the Second Amendment, as further amended by the third Amendment, is hereinafter referred to collectively as the "Lease");

WHEREAS, Lessor and Agency desire to enter this Fourth Amendment to extend the term for an additional period of three (3) years and to increase the amount of leased square footage from 3,201 to 3,820 and to make certain other modifications to the Lease.

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 attached Fourth Amendment to the Lease with Millennium One, L.L.C. and authorizes the Chairman and Executive Director to execute the said Amendment.

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

PASSED AND ADOPTED this 15th day of November, 2011.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

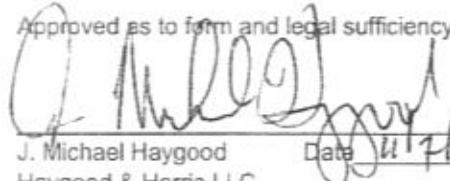
ATTEST:

By: _____
Name: Judy L. Davis
Title: Chairperson

Executive Director

MOTION BY: _____
SECONDED BY: _____

B. BROOKS _____
D. PARDO _____
C. THOMAS _____
S. LOWE _____
J. DAVIS _____

Approved as to form and legal sufficiency


J. Michael Haygood Date 11/7/2011
Haygood & Harris LLC
General Counsel to CRA

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement is entered into as of this ____ day of _____, 2011, by and between **Millennium One, L.L.C.**, a Florida limited liability company (hereinafter called "Lessor"), and **Riviera Beach Community Redevelopment Agency** (hereinafter called "Lessee").

WITNESSETH:

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. The Original Lease as amended by the First Amendment, as further amended by the Second Amendment, as further amended by the Third Amendment, is hereinafter referred to collectively as the "Lease";

WHEREAS, Lessor and Lessee desire to enter this Forth Amendment to extend the term for an additional period of three (3) years and to increase the amount of leased square footage from 3,201 to 3,820 and to make certain other modifications to the Lease and

NOW, THEREFORE, in consideration of the rents, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The term of the lease is hereby extended for a period of three (3) years, commencing on the 1st day of December, 2011 and expiring on the 30th day of November, 2014 (the "Extended Term"), upon the same terms and conditions set forth in the Lease, except as set forth herein.

2. The leased square footage shall increase from 3,201 to 3,820. The leased space is identified on attached Exhibit "A".

3. Base Rent. Commencing December 1, 2011 Lessee shall pay to Lessor, monthly rent as shown below, plus applicable sales tax as set forth in the Lease:

PERIOD	RATE/SQUARE FT	ANNUAL RENT	MONTHLY RENT
Months 1 through 12	\$14.67	\$56,039.40	\$4,669.95
Months 13 through 24	\$15.26	\$58,293.20	\$4,857.77
Months 25 through 36	\$15.87	\$60,623.40	\$5,051.95

4. Terms of Original Lease. Except as otherwise provided herein, the terms and conditions of the Original Lease shall apply and remain in full force and effect. In particular, but by no means by way of limitation, Lessee shall be responsible to pay to Lessor under the terms of the Original Lease all Additional Rent or other amounts that become due and payable with respect to Suite 300 (3,201 sq.ft.) including but not limited to the reimbursement for operating costs as defined in section six of the original lease.

5. Scope of Amendment. Except as otherwise provided for or as amended herein, all other terms and conditions of the Lease, and all subsequent amendments thereto prior to this Forth Amendment, shall remain unchanged and in full force and effect throughout the remainder of the term, and any permitted extensions thereto, unless further amended by written agreement between the parties hereto.

6. Governing Law. This Amendment shall be governed by and under the laws of the State of Florida.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LANDLORD:

Millennium One, L.L.C. a Florida Limited
Liability Company

By: _____

Name: _____

Title: _____

TENANT:

Riviera Beach Community Redevelopment
Agency

By: _____

Name: _____

Title: _____

***RIDER TO FOURTH AMENDMENT TO LEASE AGREEMENT ***

This Rider is attached to and made part of Lease Amendment dated _____ between Millennium One, L.L.C., Lessor and Riviera Beach Community Redevelopment Agency, Lessee.

Lessor shall provide a reception desk manned by a security guard at the ground floor lobby from the date the bank space is vacated by the current tenant until the bank space is occupied by a new tenant. The reception desk shall be manned by a security guard from the hours of 9:00 a.m. until 5:00 p.m. Monday through Friday except on holidays recognized by the building.

Lessor shall allow Lessee to use Suite 301 at no cost, for special events, with the prior notification to the Lessor during the term of this lease provided the Lessor does not lease the space to another party. Lessee shall be responsible for cleaning of the space after each use and agrees to always have space in "ready to show condition". Lessee shall be responsible for repair of any damage that may occur under its use.

Millennium One, L.L.C.

Riviera Beach Community Redevelopment Agency