

RESOLUTION NO. 02-59

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AN AMENDMENT TO THE LEASE AGREEMENT FOR TOWN OFFICE SPACE BETWEEN THE GRAHAM COMPANIES, INC., AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 28, 2001, the Town Council approved Resolution 01-03 approving the lease of office space from the Graham Companies, Inc. (the "Lease"); and

**WHEREAS**, it is necessary for the Town to obtain additional office space to conduct the Town's municipal operations and provide additional municipal services to the public; and

**WHEREAS**, the Town Council finds that suitable vacant office space located immediately adjacent to the Town's current offices is available for lease (the "Premises"); and

**WHEREAS**, the Graham Companies, Inc. (the "Landlord") desires to lease the Premises to the Town of Miami Lakes (the "Town") for municipal operations; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to approve the amendment to the Lease, attached as Exhibit "A," in order for the Town to lease the Premises.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2.**     The Amendment to the Lease between the Graham Companies, Inc. and the Town of Miami Lakes, attached as Exhibit "A," is approved and the Town Manager is authorized to execute the Agreement on behalf of the Town.

**Section 3.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of February 2002.

Wayne Slaton  
WAYNE SLATON, MAYOR

ATTEST:  
Ruth M. Lytle  
Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

WTR  
Town Attorney

**FIRST LEASE AMENDMENT**

This First Lease Amendment (the "Amendment"), is made and entered into this 12<sup>th</sup> day of February, 2002, by and between **THE GRAHAM COMPANIES**, a Florida corporation, as "Lessor" and **TOWN OF MIAMI LAKES**, a Florida Municipal Corporation, hereinafter called "Lessee".

**WITNESSETH**

**WHEREAS**, Lessor and Lessee entered into that certain Lease dated March 19, 2001, for the Demise of the real property located at 6855 Main Street, Miami Lakes, Miami-Dade County, Florida, 33014.

**WHEREAS**, Lessor and Lessee desire to modify certain of the terms and provisions of the Lease as hereinafter set forth.

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows effective March 1, 2002:

**Section 1.0 Demise Term:** Change square footage from 2,325 square feet to 4,195 square feet by adding adjacent space located at 6849-51 Main Street. Lessee accepts the additional space in "As Is" condition.

**Section 2.0(a) Rental:** Change rental amounts as follows:

<u>PERIOD</u>	<u>MONTHLY RENT</u>	<u>TAX*</u>	<u>TOTAL</u>
March 1, 2002 through February 28, 2003	\$5,761.13	\$0.00	\$5,761.13
March 1, 2003 through February 29, 2004	\$5,933.96	\$0.00	\$5,933.96

\*All sales, use, or similar taxes now or hereinafter imposed, whether federal, state, or local, which is currently 6.5%.

**Section 2.7 Alterations, Additions, Improvements:** Add the following language:

"Lessee, at its sole cost and expense, agrees to bring the expansion Premises as described in this Amendment back to substantially its "As Is" condition existing on the date hereof upon termination or cancellation of this Agreement if Lessor so requests within ten (10) business days of notice of said termination or cancellation. Lessor's decision to request said action is at its sole discretion. Lessee shall use due diligence in completing the work."

**EXCEPT** as modified and amended herein, all provisions of the Lease shall remain in full force and effect.

**EXECUTED** as of the date first above written in several counterparts, any one of which shall be deemed an original, but all constituting only one instrument.

WITNESSES:

Robert S. Whitehead

Jacqueline Milian  
(As to Lessor)

(Lessor's Corporate Seal)

LESSOR:

**THE GRAHAM COMPANIES, a Florida corporation**

By: Carol G. Wyllie  
Carol G. Wyllie

Title: Executive Vice President

Attest: Robert S. Whitehead  
Robert S. Whitehead

Title: Assistant Secretary

LESSEE

**TOWN OF MIAMI LAKES**

By: Dennis White

Title: Town Manager

Attest: Beath M. Gule

Title: Town Clerk

\_\_\_\_\_  
(As to Lessee)

(LESSEE'S MUNICIPAL SEAL)

Approved as to legal form and sufficiency.

By: Alison S. Bueler  
Acting Town Attorney