

RESOLUTION NO. 05-281

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE THIRD 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 TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 19, 2001, the Town of Miami Lakes (the "Town") Council approved a lease agreement with the Graham Companies, Inc. for Town Hall office space (the "Lease"); and

WHEREAS, the Town Council approved the First Lease Amendment on February 12, 2002 to provide for additional office space to conduct the Town's municipal operations and provide additional municipal services to the public; and

WHEREAS, on March 19, 2004, the Council approved the Second Lease Amendment to provide for rental amounts through February 28, 2007; and

WHEREAS, the Graham Companies, Inc. and the Town desire to further amend the Lease to provide for additional square footage.

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. Approval of Third Amendment to Lease. The Third Amendment to the Lease between the Graham Companies, Inc. and the Town of Miami Lakes (the "Third Amendment"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Third Amendment.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Third Amendment.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Third Amendment on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of February, 2005.

Motion to adopt by Collins, second by Thomson.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>

Councilmember Michael Pizzi
Councilmember Nancy Simon
Councilmember Peter Thomson

Yes
Yes
Yes

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

[Signature]
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

[Signature]
Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

EXHIBIT "A"

THIRD LEASE AMENDMENT

This Third Lease Amendment (the "Amendment"), is made and entered into this ____ day of _____, 2005, by and between **THE GRAHAM COMPANIES**, a Florida Corporation, as "Lessor" and **TOWN OF MIAMI LAKES**, a Florida Municipal Corporation, hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated March 19, 2001, and as amended in First Lease Amendment dated February 12, 2002 and as amended in Second Lease Amendment dated March 9, 2004, for the real property more particularly described as 6849-55 Main Street, Miami Lakes, Miami-Dade County, Florida, 33014 (the "Lease"); and

WHEREAS, Lessor and Lessee agree to amend the Lease to add an additional 665 square feet, located at 6805 Main Street, for a total of 4,860 square feet located at 6806, 6849-51 and 6855 Main Street.

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:

Section 1. The Lease shall be amended as follows:

Section 1.0 – Premises –

~~Change square footage from 2,325 square feet to 4,195 square feet by adding adjacent space located at 6849-51 Main Street.~~ 4,860 square feet of office space located at 6805, 6849-51 and 6855 Main Street. Lessee accepts the additional space in "As Is" condition.

Section 2.0 – Rental –

(a) Rent:

Rental shall be paid in advance on or before the first day of each month, together with applicable tax thereon 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
March 1, 2004 through January 31, 2005	\$6,111.98	\$0.00	\$6,111.98
February 1, 2005 through February 8, 2005	\$1,746.29	\$0.00	\$1,528.00
February 9, 2005 through February 28, 2005	\$5,044.07	\$0.00	\$5,044.07
March 1, 2005 through February 28, 2006	\$6,295.34 7,291.78	\$0.00	\$6,295.34 7,291.78
March 1, 2006 through February 28, 2007	\$6,484.20 7,510.54	\$0.00	\$6,484.20 7,510.54

* All sales, use, or similar taxes now or hereinafter imposed, whether federal, state, or local, which is 7.0% as of January 1, 2003.

Section 2. 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, anyone of which shall be deemed an original, but all constituting only one instrument.

WITNESSES:

(As to Lessor)

(Lessor's Corporate Seal)

LESSOR:

THE GRAHAM COMPANIES, a Florida Corporation

By: _____

Title: Executive Vice President

Attest: _____

Title: _____

WITNESSES:

LESSEE:
TOWN OF MIAMI LAKES

By: _____

(As to Lessee)

(Lessee's Corporate Seal)

Title: _____

Attest: _____

Title: _____

Approved as to form and legality for the use
and benefit of the Town of Miami
Lakes only:

By: _____

Weiss Serota Helfman Pastoriza Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY