



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item #
March 9, 2017

7B1

~ CRA BOARD SUMMARY ~

**FIRST AMENDMENT TO FLORIDA RESIDENTIAL LEASE AGREEMENT-
ELIZABETH FIELDS (46 SW 8TH AVENUE)**

Background:

At its meeting of April 14, 2016, the CRA Board approved Resolution No. 2016-08 and the Purchase and Sale Agreement with Ms. Elizabeth Fields for 46 SW 8th Avenue, approved the associated Florida Residential Lease Agreement, between the CRA and Ms. Fields, to be entered into at closing for the property. The term of the lease is for six months from the date of closing, with a proposed lease rate of \$0.00 per month and option to renew or extend the lease upon mutual consent of the landlord and tenant. During the lease term, the Tenant is responsible for maintaining the property, the utilities, and content insurance and the CRA will be responsible for the property's non-ad valorem taxes and liability insurance.

On October 4, 2016, a Florida Residential Lease Agreement was executed, for the 6-month rental of the property located at 46 SW 8th Avenue. The termination date of the lease is April 4, 2017.

Proposal:

Ms. Fields has communicated to staff that she has found a new residence; however, it will not be available until September. Therefore, she has requested the additional time of six (6) months, to vacate the premises and relocate into the other property. This First Amendment to Florida Residential Lease Agreement would extend the lease for six (6) months to October 4, 2017, subject to the original lease terms.

Recommended Action:

Approve the First Amendment to Florida Residential Lease Agreement between the CRA and Elizabeth Fields for the property located at 46 SW 8th Avenue, with a termination date of October 4, 2017.

Submitted By: DJ Lee, Property/Project Manager

Attachment: First Amendment to Florida Residential Lease Agreement – Fields (46 SW 8th Avenue).

2/12



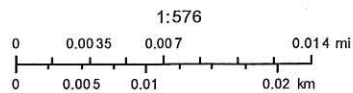
SW 1st St

th Ave

SW 1st St



46 SW 8th Ave (Fields)



FIRST AMENDMENT TO FLORIDA RESIDENTIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO FLORIDA RESIDENTIAL LEASE AGREEMENT is entered into by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., ("Landlord") and **ELIZABETH FIELDS**, a single woman ("Tenant") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, on October 4, 2016, the Landlord entered into a Florida Residential Lease Agreement ("Lease") with Tenant for the leasehold premises having an address of 46 SW 8th Avenue, Delray Beach, Florida 33444 ("Premises"); and

WHEREAS, the Term of the Lease expires on April 4, 2017; and

WHEREAS, Tenant has requested additional time to vacate the Premises and relocate to another property; and

WHEREAS, Tenant and Landlord have agreed to extend the term of the Lease.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants and promises contained herein agree as follows:

1. That the above referenced "WHEREAS" clauses shall be confirmed and ratified as if fully set forth herein.
2. The term of the Lease as defined in paragraph 1 of the Lease is hereby extended to October 4, 2017. If Tenant has not vacated the Premises by October 4, 2017, Landlord will agree to extend the term of the Lease another fifteen (15) calendar days or until October 19, 2017.
3. Under no circumstances will the Tenant be allowed to reside on the leasehold Premises after October 19, 2017. In the event the Tenant fails to vacate the leasehold Premises on or before October 19, 2017, then Tenant shall be considered to be a holdover tenant and responsible to the Landlord for rent in the amount of Twenty Five and 00/100 Dollars (\$25.00) for each day the Tenant holds over subsequent to October 19, 2017.
4. Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Lease shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment shall directly conflict with any provision contained in the Lease, or any other amendment or addenda thereto, then this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates set forth below.

LANDLORD:
DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
Reginald A. Cox
Title: Chair

Date: February ____, 2017

TENANT:

By: _____
Elizabeth Fields

Date: February ____, 2017