



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item #
March 9, 2017

MBZ

~ CRA BOARD SUMMARY ~

**FIRST AMENDMENT TO FLORIDA RESIDENTIAL LEASE AGREEMENT-
CAROLYN BRADLEY-MORGAN (19 NW 10TH 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. Carolyn Bradley-Morgan for 19 NW 10th Avenue, and approved the associated Residential Florida Residential Lease Agreement, between the CRA and Ms. Bradley-Morgan, 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 24, 2016, the Lease Agreement was executed, for the 6-month rental of the referenced property. The termination date of the lease is April 19, 2017.

Proposal:

Ms. Bradley-Morgan has recently had surgery and is requesting the additional time of six (6) months, to vacate the premises and relocate to another property. This First Amendment to Florida Residential Lease Agreement would extend the lease for six (6) months to October 19, 2017, subject to the original lease terms.

Recommended Action:

Approve the First Amendment to Florida Residential Lease Agreement between the CRA and Carolyn Bradley-Morgan for the property located at 19 NW 10th Avenue, with a termination date of October 19, 2017.

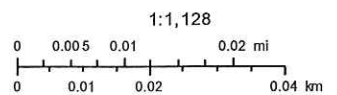
Submitted By: DJ Lee, Property/Project Manager

Attachment: First Amendment to Florida Residential Lease Agreement – Bradley-Morgan (19 NW 10th Avenue)

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19 NW 10th Ave (Bradley-Morgan)



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 **CAROLYN BRADLEY-MORGAN**, an unmarried widow ("Tenant") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, on October 24, 2016, the Landlord entered into a Florida Residential Lease Agreement ("Lease") with Tenant for the leasehold premises having an address of 19 NW 10th Avenue, Delray Beach, Florida 33444 ("Premises"); and

WHEREAS, the Term of the Lease expires on April 19, 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 19, 2017. If Tenant has not vacated the Premises by October 19, 2017, Landlord will agree to extend the term of the Lease another fifteen (15) calendar days or until November 3, 2017.
3. Under no circumstances will the Tenant be allowed to reside on the leasehold Premises after November 3, 2017. In the event the Tenant fails to vacate the leasehold Premises on or before November 3, 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 November 3, 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: _____
Carolyn Bradley-Morgan

Date: February ____, 2017