



20 N. Swinton Avenue
Delray Beach, FL 33444

~ CRA BOARD SUMMARY ~

**SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT-
FACTUAL MULTI SERVICES LLC (135 NW 5TH AVENUE, UNIT C6)**

On November 17, 2016, the CRA Board approved a first amendment to the Commercial Lease Agreement with Factual Multi Services LLC at the CRA's West Settler's Building at 135 NW 5 Avenue, Unit C6, extending the lease by one (1) additional year through January 9, 2018. The current lease rate is \$15 per square foot (\$1,093.75) plus monthly association fees, which is presently \$402.00 per month. As part of the lease in 2014, the CRA Board also approved a build-out allowance in an amount not to exceed \$5,000.00 primarily for flooring. Additionally, the tenant is responsible for any costs associated with the operation of the business including, property taxes, insurance, telephone, cable television, electrical, solid waste disposal, and any local or state licensing.

Recently, the CRA received a written request by Mr. Danny Mesidort to extend and modify his lease so he can continue operating his local tax service business in the premises. Factual Multi-Services has been a responsible tenant in this space, totaling 875 square feet, since January 2014.

Although the CRA considered other ways to activate the space for evolving economic development purposes, staff is recommending the retention of this existing small business to help further the CRA mission in Sub-Area "to provide a mix of uses (residential and commercial) with an emphasis on neighborhood-serving businesses."

The proposed Second Amendment would renew the lease for a three (3) year term with two (2) one-year renewals at a revised monthly base rent of \$800.00 adjusted from \$1,093.75. The monthly condominium assessment fee remains at \$402.00. The slight reduction in the monthly base rent plus the retention of the monthly association fees allows the CRA to retain this local neighborhood business while still having a gross rental rate of \$15 per square foot which is within the range of \$13.71 - \$15.99 per square foot for existing CRA commercial leases to the south and west of them.

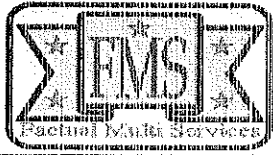
Pursuant to Florida Statutes Chapter 163.380(3)(a), staff has issued the required notice of intent to extend the lease at 135 NW 5 Avenue, Unit C6. Upon the approval of the Second Amendment by the CRA Board, and if no other proposals for the property are received at the conclusion of the 30-day notice period, the CRA Chair and Executive Director will execute the agreement and in full compliance of Florida Statutes Chapter 163.380(3)(a).

Recommended Action:

Approve the Second Amendment to the Commercial Lease Agreement for Factual Multi Services LLC at 135 NW 5th Avenue, Unit C6.

Submitted By: Joan K. Goodrich, Economic Development Director

Attachments: Request Letter from Danny Mesidort, Second Amendment to Commercial Lease Agreement with Factual Multi Services, Location Map



Always expert ready...

Hi Mrs. Goodrich,

I would like to extend the lease for a monthly base rent of \$800. I understand the assessment is \$402.00 for a total of \$1,202 per month. I would also like the length of the lease to be three years with two, one year renewals. Please consider my request and let me know if there are any questions. Thank you,

A handwritten signature in black ink, appearing to read 'DM', with a long horizontal line extending to the right.

Danny Mesidort

135 NW 5th Avenue
Suite C6
Delray Beach, FL 33444

factualmultiservices@gmail.com
561-210-7000

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT is entered into by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, (the "Landlord") whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **FACTUAL MULTI SERVICES, LLC**, a Florida limited liability company, whose address is 4537 Highgate Drive, Unit C, Delray Beach, Florida 33445 (the "Tenant") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, on January 10, 2014, the Landlord entered into a Commercial Lease Agreement ("Lease") with Tenant for the leasehold premises legally described in the Lease Agreement having an address of 135 NW 5th Avenue, Unit C6, Delray Beach, Florida ("Premises"); and

WHEREAS, on November 17, 2016, the Landlord and Tenant entered into the First Amendment to the Lease to extend the Lease for an additional term up to and including January 9, 2018 (the "First Amendment"); and

WHEREAS, the Landlord and Tenant desire to enter into this Second Amendment to the Lease and renew the lease for an additional three (3) year term with two (2) one year renewals at a revised monthly base rent.

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 provided in Section 1.1 of the Lease is hereby amended to provide for an additional three (3) year term commencing January 10, 2018, up to and including January 9, 2021. The parties may agree to extend the lease for two (2) additional one-year terms, subject to the provisions of the Lease.

3. The Monthly Base Rent as defined in Section 2.1 of the Lease is hereby amended to an amount of Eight Hundred and 00/100 Dollars (\$800.00). The Monthly Condominium Assessment remains at Four Hundred Two and 00/100 Dollars (\$402.00).

4. Except as modified by this Second Amendment, all terms, covenants, obligations and provisions of the Lease, as amended by the First Amendment, shall remain unaltered, shall continue

in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect.

5. If the terms and conditions set forth in this Second Amendment shall directly conflict with any provision contained in the Lease, the terms contained in the Second 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, a Florida public
agency

BY: _____
ANNETTE GRAY, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Annette Gray as Chair and Jeff Costello as Executive Director, respectively, of the Delray Beach Community Redevelopment Agency on behalf of the Delray Beach Community Redevelopment Agency. They are personally known to me or have produced _____ (type of identification) as identification.

Notary Public – State of Florida

TENANT:
FACTUAL MULTI SERVICES, LLC

BY: _____
Print Name:

Title: _____

ATTEST:

Print Name: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____, of FACTUAL MULTI SERVICES, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida

Location Map

135 NW 5th Avenue, Delray Beach, FL 33444

