

RESOLUTION NO. 2013 - 120

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING 1ST AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY AND PRH-2600, HALLANDALE BEACH, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE 1ST AMENDMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS IN EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 3, 2012, the City Commission approved Ordinance 2013-29 authorizing the City Manager to execute a lease agreement with PRH-2600 Hallandale Beach, LLC (PRH),

WHEREAS, on October 10, 2012, the City and PRH entered into a lease agreement for use of the City's North Beach Municipal Center as the Sales Center for the Beachwalk Project; and

WHEREAS, PRH is currently developing an additional project to be known as Hyde Beach Resort which will be located on a parcel adjacent to the City's North Beach City Center; and

WHEREAS, pursuant to the Lease Agreement dated October 10, 2012, PRH leases the North Beach Municipal Center as the sales center for its Beachwalk project and desires to expand its use for the promotion and sales of the Hyde Beach Resort Project; and

WHEREAS, the City is amenable to amending the Lease Agreement to include utilization of the North Beach Municipal Center as the sales center for the Hyde Beach Resort conditioned upon the additional terms as set forth in the 1st Amendment attached as Exhibit "A"; and

WHEREAS, City Staff recommends that the Mayor and City Commission approve the 1st Amendment to the PRH Lease Agreement dated October 10, 2012 to additionally allow PRH to utilize the City's North Beach Facility for the promotion and sale of units for the Hyde Beach Resort and authorize the City Manager to execute the 1st Amendment as conditioned upon the additional terms set forth therein.

39 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
40 COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

41 **SECTION 1. City Manager's Authorization.** The Mayor and City Commission
42 hereby approve 1st Amendment to the PRH Lease Agreement dated October 10, 2012
43 as attached in Exhibit "A", and authorize the City Manager to execute 1st Amendment as
44 negotiated by City Staff.
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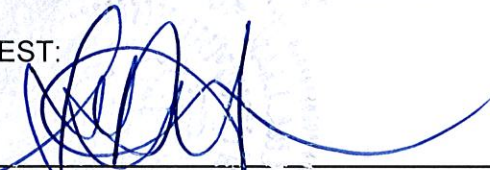
46 **SECTION 2. Effective Date.** This Resolution shall take effect immediately upon
47 its passage and adoption.
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49 APPROVED AND ADOPTED this 2nd day of October, 2013.
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54 JOY COOPER
55 MAYOR
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57 SPONSORED BY: CITY ADMINISTRATION

58 ATTEST:
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62 SHEENA JAMES, CMC
63 CITY CLERK
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65 Sponsored by City Administration
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68 APPROVED AS TO LEGAL SUFFICIENCY AND
69 FORM
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73 V. LYNN WHITFIELD
74 CITY ATTORNEY
75
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VOTE	
AYE/NAY	
Mayor Cooper	<input checked="" type="checkbox"/>
Vice Mayor Lewy	<input checked="" type="checkbox"/>
Comm. Julian	<input checked="" type="checkbox"/>
Comm. Lazarow	<input checked="" type="checkbox"/>
Comm. Sanders	<input checked="" type="checkbox"/>

**AMENDMENT ONE
TO
LEASE AGREEMENT
BETWEEN CITY OF HALLANDALE BEACH AND
PRH-2600 HALLANDALE BEACH, LLC
FOR NORTH BEACH CITY CENTER**

AMENDMENT ONE TO LEASE AGREEMENT is made and entered into on this 27th day of November, 2013, by and between the City of Hallandale Beach, a municipal corporation of the State of Florida, whose mailing address is 400 S. Federal Highway, Hallandale Beach, Florida 33009, hereinafter referred to as ("City") and PRH-2600 HALLANDALE BEACH, LLC., a Florida limited liability company, whose mailing address is 315 South Biscayne Boulevard, 4th Floor, Miami, Florida 33132, hereinafter to as ("Tenant").

WHEREAS, on or about October 10, 2012, the parties entered into a lease agreement setting forth the terms and conditions for the lease of the City's North Beach City Center by Tenant; and

WHEREAS, the Tenant is now developing an additional project to be known as Hyde Beach Resort which will be located on a parcel adjacent to the City's North Beach City Center; and

WHEREAS, Tenant currently utilizes the North Beach City Center as a sales center for its Beachwalk project and desires to expand its utilization to increase sales for the Hyde Beach Resort Project; and

WHEREAS, the City is willing to amend the lease agreement to allow for the utilization of the North Beach City Center as the sales center for the Hyde Beach Resort and Beachwalk Sales Center conditioned upon the additional terms as set forth in this amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the parties hereto, intending to be legally bound, do hereby consent and agree as follows:

1. **Rent.** The Tenant rent ("Rent") shall be increased to \$10,000.00 per month or the amount of \$120,000.00 per Lease Year. The first installment of the increased rent (\$60,000.00) shall be due upon the execution of this amendment and each succeeding payment shall be due on the anniversary date of the execution of the original Lease date. Tenant's obligation to provide Rent Bonus pursuant to Section 4.1 of the Lease Agreement shall remain in full effect.
2. **Off-site Improvements.**
 - A. In that the Hyde Beach Resort Project will be adjacent to the City's North Beach facilities, the Tenant agrees to make a payment of One Hundred Thousand Dollars (\$100,000) towards Beach renourishment in the City. The payment is to be made at the time of the groundbreaking for the Hyde Beach Resort Project or within nine (9) months of execution of this amendment, whichever occurs first.
 - B. Tenant agrees to install an additional two lifeguard towers, identical to the towers previously approved by City, on the beach. The additional two towers are to be installed at the same time as the original two lifeguard towers' installation. All four lifeguard towers are to be installed within nine (9) months of execution of this lease amendment. In the event the Tenant fails to complete the installation of the four lifeguard towers within the nine (9) months of the execution of this lease amendment, Tenant agrees to compensate the City \$25,000 per lifeguard tower.
3. **Signage.** Tenant shall not erect or install any signage on the exterior of the leased premises or within the interior of the leased premises which is visible from the exterior, advertising any project other than the Beachwalk Project. All signage shall conform to the City of Hallandale Beach Code of Ordinances.
4. All other terms and conditions of the Lease Agreement dated October 10, 2012 shall remain the same and in full effect and force.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Amendment on the dates under their respective signatures.

ATTEST:

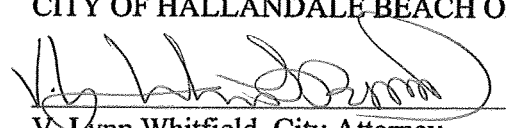

Sheena James, City Clerk

CITY:


Nydia Rafols, Acting City Manager

Date: 11/27/13

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HALLANDALE BEACH ONLY


V. Lynn Whitfield, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of November, 2013, by Nydia Rafols, as Acting City Manager of the City of Hallandale Beach, Florida, on behalf of the City. She is personally known to me.

[NOTARIAL SEAL]


Notary:

Print Name: Michelle C. Hunter

Notary Public, State of Florida

My commission expires: March 26, 2014



Witness: Maria C. Ortiz
Print Name: Maria C. Ortiz

Witness: Susie Perez
Print Name: Susie Perez

DEVELOPER:

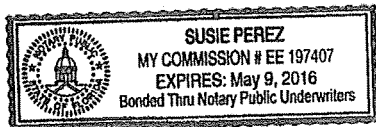
PRH-2600 Hallandale Beach, LLC, a Florida
limited liability company

By: Eric Fordin
Print Name: Eric Fordin
Title: Vice President
Address: 315 S. Biscayne Blvd
Miami FL 33131
Date: 11/20/13

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21 day of
November 2013, by Eric Fordin, as Vice President of PRH-2600
Hallandale Beach, LLC, on behalf of the limited liability company. He/she is personally known
to me or produced _____ as identification.

[NOTARIAL SEAL]



Notary: Susie Perez
Print Name: Susie Perez
Notary Public, State of Florida
My commission expires: MAY 9 2016