

LEASE AGREEMENT

This Lease is made this 16th day of May, 2001, by and between the **FIRST PRESBYTERIAN CHURCH OF DELRAY BEACH** (hereinafter referred to as, "Lessor" or "Church") and the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (hereinafter referred to as, "Lessee" or "City").

WITNESSETH:

1. **Demise and Description.** The Church leases to the City, property legally described in Exhibit A, attached hereto and made a part hereof. The property shall be referred to as the "parking lot", the "leased premises", or the "leased property" in this Agreement.
2. **Commencement; Term.** The term of this Lease shall commence June 1, 2001 and shall terminate the last day in May, 2004, unless renewed or otherwise terminated as provided for herein. This Lease will automatically renew for one additional two-year term, unless either the Church or the City gives thirty (30) days advance notice of its desire to not renew the Lease.
3. **Payment of Rent.** The City shall pay to the Church one thousand one hundred and forty dollars (\$1,140) per month. The City shall pay such amount at the first of each month or may, at its option, pay once a year, in advance, commencing upon the date of entering into this Lease and every year thereafter. The City may offset the rent against monies the Church is obligated to pay the City for the actual cost of roadway/alley improvements located within Bronson Street (an estimate thereof is shown in Exhibit B), until such time as the total rent offset is equal to the total amount the City expended to make improvements to Bronson Street. When the rent to be paid

by the City is totally offset, the City shall continue to make monthly payments on the first of each month (or pay a year in advance at the City's sole discretion) until the Lease is terminated as provided herein or the Lease expires, whichever comes first. If the City has paid rent in advance and the Lease is terminated by either party, the Church shall repay to the City a prorata amount of the rent the City paid in advance representing months or parts of months, that the City did not use the property after the termination date. If the City fails to pay rent on the date due, the Church shall give the City notice of a failure to pay and the City shall pay within ten (10) days from the City's receipt of such notice.

4. **Lighting.** The City may install lighting. If the City installs lighting, the City shall pay all costs incurred for the improvement including all operation costs and charges.

5. **Improvements/Alterations.** The City shall not make any permanent improvements or alterations to the parking lot, except as expressly provided for in this paragraph or otherwise in this Lease, unless the City obtains the express written consent of the Church, in advance, to additional improvements. The City shall install up to 39 parking spaces reserving one space on the lot for the exclusive use of Dr. Bush at a location to be mutually agreed upon by the parties. The City shall reconfigure the parking, restripe the parking lot, rearrange car stops, add car stops and add curbing and landscaping where needed. The City shall install gates for the driveway openings off Gleason Street. The City may install parking meters if it determines to do so. The City will delineate a crosswalk from the lot to the east side of Gleason Street with signage in accordance with Florida Department of Transportation standards. The City or the

Church shall not install permanent dumpsters on the lot unless both parties agree. However, the City may install temporary trash receptacles on the lot. If both parties agree to the placement of a permanent dumpster by the Church, the City may decrease its rental payments by \$30.00 per month for each space made unusable by the dumpster location. The gate that leads to Atlantic Plaza may remain as long as it always remains open for pedestrian access. There will be no vehicular access through the gate. The City shall install appropriate landscaping. The City shall bear the total cost of these improvements except as otherwise provided herein. Neither the City nor the Church shall permanently block the opening referred to in Exhibit C without the express written consent of the other. The opening as shown in Exhibit C shall remain open, but the installation of gates or other temporary barriers by the City is permitted.

6. Keep In Repair and Good Condition. The City shall maintain the parking lot in good condition, including, but not limited to, the patching of asphalt where needed. If the City fails to commence repairs after thirty (30) days written notice from the Church and fails to complete the repairs within a reasonable amount of time, the Church may, upon prior written notice, make such repair(s) and collect from the City the value of said repairs including labor and materials. The City shall clean the parking lot once per week and will pick up litter prior to any Church use, as described in Paragraph 7, at the City's expense.

7. Use by the Church. The Church shall have the right to the exclusive use of the parking lot on Sundays from 6:00 a.m. until 2:00 p.m. The Church shall have the right to the exclusive use of the parking lot on Christmas Eve, Christmas Day, Good Friday, Easter and Maundy Thursday from 6:00 a.m. until midnight. The Church shall

endeavor to give the City five (5) days notice in advance if the times set forth above need to be adjusted. In addition, the Church may have exclusive use of the parking lot for certain other church events including, but not limited to, funerals and weddings (referred to as, "Church Events") for specific periods of time. The Church shall endeavor to give the City at least forty-eight (48) hours prior notice of the other Church Events.

8. **Signage.** The City shall install, at its own expense, decorative signage indicating the parking lot can be used for public parking and additional signage to indicate when the parking lot is closed and to be used for Church purposes only.

9. **Termination.** The City or Church may terminate this Lease upon thirty (30) days prior written notice to the other party. Upon termination by either party, the City shall not be obligated to pay any rent after the date of termination and any prepaid rent shall be refunded to the City.

10. **Reimbursement for Improvements.**

a.) **Improvements.** Improvements shall include, but not be limited to, all resurfacing, restripping, car stops, asphaltting and landscaping, excluding fixtures as defined in Paragraph 10(c). If the Church terminates the Lease during the term of this Lease or during the renewal thereof, the following reimbursements will be made by the Church to the City for the improvements made by the City (excluding fixtures) as follows:

<u>Lease Year</u>	<u>% Cost of Improvements that Remain</u>
First 6 months	100%
Year 1	80%
Year 2	60%
Year 3	40%

Year 4
Year 5

20%
0%

If the City terminates the Lease during the term of this Lease or during a renewal period thereof, the Church shall not be obligated to reimburse the City for any improvements.

b.) Fixtures. At the termination or expiration of this Lease (whether the Lease is terminated by the Church or the City), the City in its sole discretion may remove the fixtures. Fixtures are defined as gates, signage, lighting, and parking meters. If the City and Church agree, however, that certain fixtures are to remain at the expiration or termination of the Lease, either the value of the fixture (to be negotiated by the parties) shall be added to the percentage refund of the improvements referred to in Paragraph 10(a) above, or if the City terminates the Lease and/or no reimbursements are required by the Church, the agreed upon value of the fixtures will be paid by the Church to the City.

11. Taxes and Assessments. Each party warrants to the other that each party is tax exempt. The City however shall pay any taxes or assessments on the leased property including, but not limited to solid waste and stormwater that it is legally allowed to pay by law. If the City is not allowed to pay as provided by law, the Church will pay such taxes or assessments as it is allowed or required to pay as provided by law. However, if the Church is required to pay ad valorem taxes, the City, at its sole option, may terminate this Lease and receive reimbursements as provided in Paragraph 10 notwithstanding anything to the contrary set forth in Paragraph 10, or the City may continue to lease the premises and pay additional rent prorated monthly in such amount equal to the ad valorem taxes to be paid by the Church.

12. Use of Premises by the City. The City will use the leased property for parking purposes or other community purposes.

13. Not to Assign or Sublease. Neither the City or the Church shall assign or sublease all or part of the leased property without the prior consent of the other, except as set forth herein, provided however, the City may license the use to others for temporary special events and may otherwise license the premises to alleviate the parking shortage downtown including, but not limited to, license to valet companies to use the lot if authorized by the City. All licenses shall be made subject to the terms of this Lease.

14. To Yield Up the Premises. The City at the termination or expiration of this Lease will peaceably yield up the leased property which shall be in good repair, reasonable use and wear and tear excepted.

15. Insurance/Negligence. The City and the Church shall be responsible for its own negligence. The City however shall provide liability and property insurance coverage and shall name the Church as an additional insured on such policies. The City shall pay all premiums on such policies. The insurance shall be for the coverages and amounts shown on Exhibit D.

16. No Waiver; No Recording. No assent express or implied of any breach of any covenant by the City or the Church shall be deemed a waiver of any subsequent breach of the same or other covenants. Neither party shall record this Agreement.

17. Notice. Whenever notice is required hereunder, it shall be addressed as follows until a written notice of address is given to the other party.

City of Delray Beach
David Hardin
City Manager's Office
100 N.W. 1st Avenue
Delray Beach, FL 33444

First Presbyterian Church of Delray Beach
33 Gleason Street
Delray Beach, FL 33444

18. Modifications/Amendments. All amendments or modification of this Lease shall be in writing.

29. Entire Agreement. This Agreement constitutes the complete understanding and agreement between the parties and supercedes all prior agreements.

ATTEST:

Barbara Smith
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: David W. Schmidt
David Schmidt, Mayor

Approved as to Form:

Susan Roney
City Attorney

Witnesses:

Nan L. Thompson
Print Name: NAN L. Thompson

Hollie Gray
Print Name: Hollie Gray

FIRST PRESBYTERIAN CHURCH OF
DELRAY BEACH

By: Robert Rex
Print name: Robert Rex
Title: Trustee

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of May, 2001 by Robert H. Ray (name of officer or agent, title of officer or agent) of First Presbyterian Church (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



Non L. Thompson
MY COMMISSION # CC872188 EXPIRES
September 21, 2003
BONDED THRU TROY FARM INSURANCE, INC.

Non L. Thompson
Signature of Notary Public - State
of Florida

EXHIBIT "A"

Lot Six (6), Block "C", JOHN B. REID'S VILLAGE, Delray Beach, Florida,
according to the plat thereof recorded in the office of the Clerk of the
Circuit Court in and for Palm Beach County, Florida in Plat Book 21,
Page 95.

EXHIBIT "B"

BRONSON AVENUE

ESTIMATED VALUE OF ROADWAY IMPROVEMENTS

Road Length - 448 ft.

Road Width - 18 ft.

Material Quantities:

1 ¾" Asphalt, limerock base, stabilized subgrade	(448 x 18)/9 = 896 sq. yd.
2' Valley Gutter	448 lin. ft.

Unit Prices: *

1 ¾" Asphalt, limerock base, stabilized subgrade	\$12.45 / sy
2' Valley Gutter	\$ 6.07 / lf

Cost of Improvements (1994):

Roadway	896 x \$12.45 =	\$11,155.20
Gutter	448 x \$ 6.07 =	<u>\$ 2,719.36</u>

Total	\$13,874.56
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Life Expectancy of Roadway	50 Years
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Straight line depreciation value (2001 \$)

\$13,874.56 @ 2% yr. = \$1942.44

Current age is 7 years, so, current value = \$13,874.56 - \$1942.44 = \$11,932.12

* Averaged from bids received for PN 92006, Road reconstruction, same construction period as Bronson Avenue