

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made this 18 day of May, 1995 between the City of Delray Beach, a Florida municipal corporation, (the Lessor) and Old School Square, Inc., (the Lessee).

W I T N E S S E T H:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement dated July 31, 1989; and,

WHEREAS, the Lessor and Lessee entered into a Management Agreement on July 7, 1990, which was amended September 16, 1992; and,

WHEREAS, the Management Agreement authorizes the Lessee to submit, develop, and manage all grants, and to raise funds from public and private sources; and,

WHEREAS, the current Lease is for a twenty (20) year term, unless renewed for additional five (5) year terms; and,

WHEREAS, there is presently fourteen years remaining on the initial lease term unless renewed; and,

WHEREAS, the Lessee has applied for a grant and the grant requirements provide that at the time of the grant application, at least twenty (20) years must be remaining on the initial lease term; and,

WHEREAS, the parties to comply with said grant requirements desire to modify the term of the lease to meet the grant requirement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the Lease is amended as set forth hereinafter.

1. The Preamble stated above is incorporated herein by reference.
2. Paragraph 2 of the Lease Agreement dated July 31, 1989 is hereby stricken and a new paragraph 2 is hereby included in the Lease as follows:

Term of the Lease. This Lease entered into July 31, 1989 shall continue until July 31, 2016, unless sooner terminated pursuant to the provisions of the Lease. Upon expiration of the aforesaid term, this Lease may be renewed for successive periods of five years, upon the express written consent of the Lessor.

3. All other terms and conditions of the Lease dated July 31, 1989 except as expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Lease as of the day and year written above.

ATTEST:

Barbara Gaudio

City Clerk

Approved as to form and legal sufficiency:

D. Q. T.

City Attorney

CITY OF DELRAY BEACH, FLORIDA

By:

[Signature]
Mayor

5/18/95

OLD SCHOOL SQUARE, INC.

By: Alan I. Armour

Alan I. Armour
Name typed or handwritten

(SEAL)

Witness

Josie Rejane Adams
Name typed or handwritten

Witness

Juan P. Rionda
Name typed or handwritten

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day
of May, 1995 by Alan I. Armour
(name of officer or agent, title of officer or agent), of _____
Old School Square (name of corporation acknowledging),
a FL (state or place of incorporation) corporation, on behalf of the
corporation. He/She is personally known to me or has produced known personally
_____ (type of identification) as identification and did (did not) take an oath.

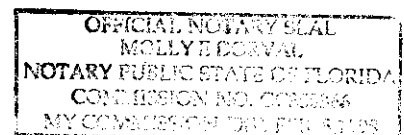
Molly E. Dorn
Signature of Person Taking
Acknowledgment

MOLLY E. DORNAL
Name of Acknowledger Typed,
Printed or Stamped

NOTARY
Title or Rank

148613
Serial Number, if any
(Notary Seal)

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AMENDMENT TO LEASE

This Amendment to Lease is made this 19 day of July, 1996 between the City of Delray, a Florida municipal corporation (the LESSOR) and Old School Square, Inc. (the LESSEE).

WITNESSETH

WHEREAS, the LESSOR and LESSEE entered into a Lease Agreement dated July 31, 1989, amended May 18, 1995; and,

WHEREAS, the LESSOR and LESSEE wish to amend said Agreement, paragraphs 10 "To Keep In Repair and in Good Condition" and 13 "Signs" to reassign maintenance responsibilities and sign construction responsibilities.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties, the Lease is amended as set forth hereinafter.

1. Paragraph 10 "To Keep in Repair and in Good Condition" of the Lease Agreement dated July 31, 1989, and amended May 18, 1995, is hereby amended as follows:

10. To Keep in Repair and in Good Condition. The Lessee will keep the leased premises, including but not limited to ~~the heating and air conditioning equipment~~ interior finishes, structures and equipment and excluding the exterior walls, parking lot, exterior landscaping and irrigation, ~~roof exterior lighting (including fountain), walkways, roof, heating and air-conditioning~~ and other structural members of the building in such or better repair as the same are at the commencement of this lease term or at the renewal hereof, reasonable wear and tear and damage by fire or other unavoidable casualty excepted. It is explicitly agreed that the duty of the Lessee shall include furnishing all necessary janitorial and cleaning services, pest

control services, care and maintenance of the structures located on the property and any interior renovation or redecoration not involving major structural changes.

2. Add to paragraph 13 "Signs" the following sentence.
"Costs of exterior signage shall be paid for by the LESSOR."

All other terms and conditions of the Lease dated July 31, 1989, and amended May 18, 1995, except as expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment to Lease as of the day and year written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Barbara Garito
Deputy City Clerk

By: [Signature]

Mayor

Approved as to form and
legal Sufficiency:

R. J. [Signature]
Asst. City Attorney

OLD SCHOOL SQUARE, INC.

By: [Signature]

Witness

Gloria Rejune Adams
name typed or handwritten

Rose M. Sloan
name typed or handwritten

Witness

Debra J. Aguilano (SEAL)
name typed or handwritten

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced identification _____ (type of identification) as identification and did (did not) take an oath.

Signature of person taking
acknowledgment

Name of Acknowledger, Typed,
Printed or Stamped

Title or Rank

Serial Number, if any
(Notary Seal)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE is made this 10th day of September, 1997
between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the City) and
OLD SCHOOL SQUARE, INC. (OSS).

WITNESSETH:

WHEREAS, City and OSS entered into a Lease Agreement dated July 31, 1989,
amended May 18, 1995 and July 19, 1996; and

WHEREAS, City is responsible for the maintenance of the exterior of the buildings
and for the grounds of the leased premises; and

WHEREAS, City and OSS wish to amend said agreement, Exhibit "C", Paragraph A,
"Public Liability Insurance" and Paragraph B, "Property Insurance".

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the
parties, the lease is amended as set forth hereinafter.

1. Paragraph A, "Public Liability Insurance" of Exhibit "C" to the Lease
Agreement dated July 31, 1989, as amended, is hereby replaced in its entirety with the
following:

A. General Liability Insurance: City shall maintain general liability
insurance, or otherwise assume the risk, for claims for bodily injury and property
damage arising from events occurring outside the buildings. OSS shall maintain
general liability insurance in coverage limits of no less than One Million Dollars
(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the

aggregate for claims for bodily injury and property damage for events occurring inside the buildings.

2. Paragraph B, "Property Insurance" of Exhibit "C" to the Lease Agreement dated July 31, 1989, as amended, is hereby replaced in its entirety with the following:

B. Property Insurance: The City shall maintain property insurance, or otherwise assume the risk, for the perils of all risks in an amount equal to the replacement value of the buildings. OSS shall maintain property insurance for the perils of all risk in an amount equal to the replacement value of the contents of the buildings and for the value of improvements installed or acquired at the expense of OSS.

3. Paragraph D, "Automobile Liability Insurance" of Exhibit "C" to the Lease Agreement dated July 31, 1989, as amended, is hereby replaced in its entirety with the following:

D. Automobile Liability Insurance: OSS shall maintain owned, non-owned, or hired automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

All other terms and conditions of the lease dated July 31, 1989, as amended, except as expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, City and OSS have executed this Amendment to Lease as of the day and year written above.

ATTEST:

Alison MacHugo Hardy
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Jay Alperin

Jay Alperin, Mayor

Approved as to Form and
Legal Sufficiency:

Susan Rulov
City Attorney

WITNESS:

Vanessa E. Foutz
Print Name: Vanessa E. Foutz

H. Elizabeth Nieves
Print Name: H. Elizabeth Nieves

OLD SCHOOL SQUARE, INC.

By: Rose M. Sloan
Print Name: Rose Sloan
Title: President

(SEAL)

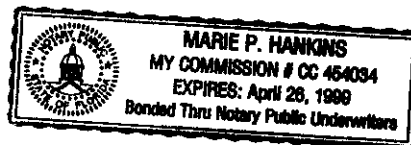
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26th day of August, 1997 by Rose M. Sloan (name of officer or agent, title of officer or agent) of Old School Square, Inc. (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Marie P. Hankins
Signature of Notary Public - State
of Florida

oss-3.agt
8/19/97



**AMENDMENT NO. 4 TO THE LEASE AGREEMENT BETWEEN
THE CITY OF DELRAY BEACH AND OLD SCHOOL SQUARE**

THIS **AMENDMENT NO. 4** to the Lease Agreement between the **CITY OF DELRAY BEACH** (Lessor or City) and **OLD SCHOOL SQUARE, INC.**, (Lessee or Old School) is made this 2nd day of January, 2002.

WITNESSETH:

WHEREAS, the **Lessor** and **Lessee** entered into a Lease Agreement dated July 31, 1989, which was amended May 18, 1995, July 19, 1996 and September 10, 1997; and

WHEREAS, Paragraph 8 permits alterations, changes and improvements with the consent of the **Lessor**; and

WHEREAS, the **Lessor** and **Lessee** agree that the City shall own the buildings depicted in the gray shaded areas of Exhibit "A"; and

WHEREAS, the **Lessor** and **Lessee** desire to further amend the Lease by entering into Amendment No. 4 to provide for the duties and responsibilities of the parties regarding the changes, alterations and improvements provided in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the Lease is amended as set forth herein.

1. **Recitals.** The recitals set forth above are incorporated as if fully set forth herein.
2. **Duties and Responsibilities for Repair and Maintenance.** Paragraph 10 of the Lease as previously amended is hereby repealed and a new Paragraph 10 is

substituted to address the construction, installation and repair and maintenance of improvements shown in the shaded area on Exhibit A, and to further clarify the responsibilities of the parties as to maintenance and repair of the entire Leased Premises. Paragraph 10 shall read as follows:

10. **To Keep in Repair and in Good Condition.** The **City** and **Old School** shall keep the Leased Premises, including the improvements as shown in the shaded areas of Exhibit A hereto, in good condition and repair to the extent herein provided. Good repair shall mean the condition of the improvements as existed at the time of the entry into the Lease or at the time the improvement is completely constructed, normal wear and tear excepted.

The **City** shall maintain the exterior walls, parking lot, exterior landscaping and irrigation, walkways, roof, heating and air conditioning and other structural components. The **City** shall maintain the exterior lighting and fountain except that the bandshell lighting, sound system, and other specialized equipment shall be maintained by **Old School**. **Old School** shall furnish all necessary janitorial, cleaning, and pest control services; shall provide all care and maintenance to the structures located on the property not otherwise expressly stated herein as a duty of the **City**, and provide all interior renovation or redecoration not involving major structural changes.

3. **Construction.** **Old School** shall be responsible for the construction of the improvements shown in the shaded areas in Exhibit A.

4. **Terms.** All other terms and conditions of the 1989 Lease as amended in 1995, 1996 and 1997 except as expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the **City** and **Old School** have executed this Amendment No. 4 as of the day and year first above written.

ATTEST:

Barbara Gault
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: David W. Schmidt
David W. Schmidt, Mayor

Approved as to Form:

Steve Rulz
City Attorney

WITNESSES:

Melissa L. Carter
Print Name: Melissa L. Carter

Brian K. Reed
Print Name: Brian K. Reed

OLD SCHOOL SQUARE, INC.

By: Wilbur W. Gillie Jr.
Print Name: Wilbur W. Gillie Jr.
Title: Executive Director

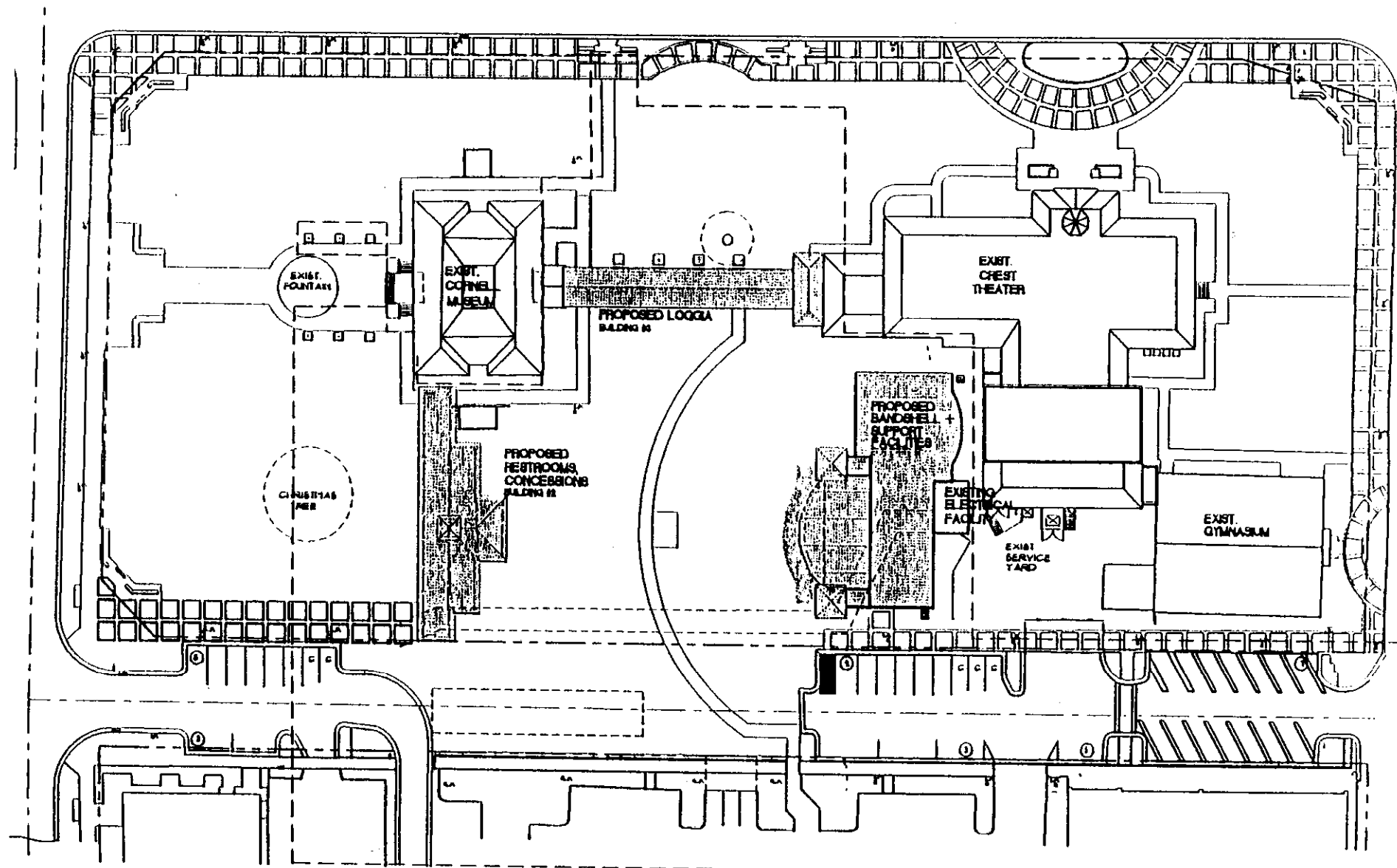
STATE OF FLORIDA


COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of January, 2002 by Wilbur Gillie (name of officer or agent, title of officer or agent) of Old School Square (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me, ~~or has produced~~ _____ as identification.



Linda Lasky
Signature of Notary Public - State
of Florida



 **SITE PLAN**
SCALE 1"=30'-0"