

AMENDMENT NO. 2 TO LEASE AGREEMENT WITH
FIRST PRESBYTERIAN CHURCH OF DELRAY BEACH

THIS AMENDMENT NO. 2 to the Lease Agreement by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, (herein after referred to as. "Lessor" or "City") and FIRST PRESBYTERIAN CHURCH OF DELRAY BEACH (herein after referred to as. "Lessee" or "Church") is made this 17th day of May, 2016.

W I T N E S S E T H:

WHEREAS. the parties entered into a lease and Management Agreement for Premises known as the "Parking Lot" on May 16. 2001; and

WHEREAS, the Lease Agreement as amended currently provides for termination on May 31, 2016; and

WHEREAS. the parties wish to extend the term of the Lease Agreement for an additional five (5) years to May 31, 2021.

NOW, THEREFORE. in consideration of the mutual covenants, promises and representations contained herein. the parties hereto agree as follows:

1. Recitals. The above recitals are incorporated as if fully set forth herein.
2. Modifications. Paragraph 2, " Commencement; Term" and Paragraph 3, "Payment of Rent" of the Lease Agreement shall be amended to read as follows:

2. Commencement; Term. The term of this Lease shall commence June 1. 2016 and shall terminate May, 30, 2021 unless terminated as provided herein.

3. Payment of Rent The City shall pay to the Church One Thousand Seven Hundred Twenty Dollars Twenty Two cents (\$1,720.22) 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 Lease rate shall increase by 3% per year on a compounded basis effective annually on each anniversary date of this Agreement. 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.

3. Full Force and Effect. All other terms and conditions of the Lease Agreement not expressly modified by this Amendment No. 2 remain in full force and effect.

4. Effective Date of Amendment No. 2 to the Lease Agreement. This Amendment shall not be effective until it is approved by the City Commission and signed by both of the parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and Church, signing by and through its _____, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By _____
Cary D. Glickstein, Mayor

____ day of _____, 20__.

APPROVED AS TO FORM:

City Attorney

CHURCH

WITNESS:

By _____
(Sign name)

(Sign name)

(Print name, Title)

(Print name)

____ day of _____, 20__

(SEAL)