

# CITY OF DELRAY BEACH



100 N.W. 1st AVENUE


• DELRAY BEACH, FLORIDA 33444

• 561/243-7000



## MEMORANDUM

**TO:** Mayor and Commissioners

**FROM:** Donald B. Cooper, City Manager 

**DATE:** September 7, 2016

**SUBJECT:** Request from GFWC Woman's Club of Delray Beach to Purchase Building

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Attached please find a letter dated August 30, 2016, requesting the City to enter into discussions to purchase the building owned by the GFWC Woman's Club of Delray Beach located at 505 S.E. 5<sup>th</sup> Avenue. The stated purpose for the sale is to provide funds so the Woman's Club (WC) can make grants to the community for various purposes.

Status of the property as follows:

1. Acquired by the City in 1926 for the purpose of a park and club building
2. Entered into 99 year lease with WC in 1948
3. Lease amended in 1965 reducing area leased.
4. Restated lease in 2001 resulting in the City assuming all responsibilities for maintenance and repairs to the building while providing certain space for the WC. City pays WC \$3,800/annually adjusted for CPI. Original deed restrictions remain in place.
5. In 2002 City entered into agreement with Palm Beach County to fund certain improvements to the building (\$100,000) for a teen center open to all Palm Beach County residents (Teen Central Project) Term of the agreement is 20 years there is no requirement to reimburse the County once improvements have been completed.

Presently the City operates the facility as a park and teen center and provides space for the WC to hold meetings. The City is responsible for all maintenance of the building including necessary repairs to the building per lease.

The request for the WC is due to interest being expressed in the purchase of the facility by private parties for development purposes.

**Request From GFWC Woman's Club of Delray Beach to Purchase Building**

**Page 2 of 2**

Given present requirements of the lease and the deed restrictions, acquisition of the property should only be considered if the restrictions can be removed and the property becomes available for sale and development. Proceeds could then be used by the City for relocation of teen center.

The WC has requested the Commission to consider their request; valuation of the building is unknown at this time.

DC/ss

**(See Attachments)**



GFWC WOMAN'S CLUB OF DELRAY BEACH, INC.  
P. O. Box 6593  
14280 Military Trail • Delray Beach, FL 33484

RECEIVED  
AUG 30 2016  
CITY MANAGER

August 30, 2016

Mr. Donald Cooper  
City Manager  
City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

Dear Mr. Cooper,

Pursuant to our recent conversation and per your request, please be advised that the GFWC Woman's Club of Delray Beach, Inc. will agree to enter into discussions with the City of Delray Beach regarding the potential sale of our real property located at 505 S.E. 5<sup>th</sup> Avenue now operating as the Teen Center.

Please advise as to when and how the City would like to proceed with these discussions.

Regards,

Trish Jacobson  
Co-President  
561-573-0278

cc: David Schmidt  
Attorney  
Simon & Schmidt

RESTATED AND MUTUAL LEASE

THIS RESTATED AND MUTUAL LEASE is made this 20<sup>th</sup> day of March, 2001, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the **City/Lessor**) and the **WOMAN'S CLUB OF DELRAY BEACH, FLORIDA**, a non-profit corporation under the Laws of the State of Florida (the **Woman's Club/Lessee**).

**WITNESSETH:**

**WHEREAS**, the **City** acquired property in 1926 with the privilege of leasing any or all of the property to the **Woman's Club** with the provision that the land shall continue to be known as Currie Memorial Park, for the purpose of erecting and maintaining a club building and park, with no part thereof to be used for business or commercial purposes; and,

**WHEREAS**, the **City** and **Woman's Club** entered into a Lease dated August 24, 1948 for 99 years; and,

**WHEREAS**, the **Woman's Club** constructed a club building on the Leased Premises; and,

**WHEREAS**, the Lease was amended February 22, 1965 reducing the size of the leased area and thus lessening maintenance responsibilities of the **Woman's Club**; and,

**WHEREAS**, the **City** and the **Woman's Club**, desire to enter into this Restated and Mutual Lease; and,

**WHEREAS**, the Lease provides that the **City** shall maintain the entire property including the **Woman's Club** building on the Leased Premises; and,

**WHEREAS**, the **Woman's Club** agrees to Lease to the **City**, the **Woman's Club** building for the purposes set forth herein; and,

**WHEREAS**, the **Woman's Club** Lease to the **City** does not preclude the **Woman's Club** from also using the property and building as herein provided; and,

**WHEREAS**, the advantages are that all responsibilities of the **Woman's Club** under the previous Lease, of whatsoever kind are eliminated; and,

**WHEREAS**, the **City** gains a facility to be used by the community.

**NOW, THEREFORE**, the parties hereto for the promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged state as follows:

1. **Recitals.** The Recitals set forth above are incorporated as if fully set forth herein.

2. **Legal Description of Leased Premises.** The legal description of the Leased Premises is, "that certain tract of land shown on the plat of Ocala Park, as recorded in the Public Records of Palm Beach County, Florida and marked, "Baseball Field", the same being bounded on the East by Federal Highway, on the West by Dixie Highway, on the North by a 20 foot alley and on the South by a 20 foot alley. The property includes all the above property, less the East 140 feet thereof and includes all improvements therein including the building known as the Woman's Club of Delray Beach (hereinafter referred to as, "the Leased Premises").

3. Term. This Lease shall be from 99 years from August 24, 1948, as contained in the original Lease and Amendment thereto.

4. Use of Premises. The **City** Leases to the **Woman's Club** the land described in Paragraph 2. The **Woman's Club** shall have and retain full use of the Leased Premises and the building contained thereon for the purpose of conducting a "club" known as the Woman's Club of Delray Beach. The **Woman's Club** shall lease to the **City** as Co-Lease, the Leased Premises and building situated thereon. The **City** shall also have full use of the Leased Premises for use as a youth center, community meeting place and center and public park except that the **Woman's Club** shall retain exclusive use of the "boardroom". The "boardroom" shall remain locked. The **Woman's Club** shall have first priority of use and may utilize the Leased for **Woman's Club** purposes and for activities ancillary to the activities of the **Woman's Club** itself, but not for any commercial purpose (hereinafter referred to as Woman's Club Purposes). The **Woman's Club** shall submit by November 1st of each year, the dates the **Woman's Club** desires to use the facility for Woman's Club purposes, until October 31st of the next year and each year thereafter. The **City** shall not use the Leased Premises on the dates and/or times reserved by the **Woman's Club**, unless the **Woman's Club** allows joint use on the same day and/or time. If the **Woman's Club** desires to use the Leased Premises in addition to the dates and/or times previously submitted for Woman's Club Purposes, the **City**, to the extent reasonably possible, will accommodate the **Woman's Club's** request. The **Woman's Club** shall endeavor to give thirty (30) days prior notice of its desire to use the Leased Premises on dates and/or times other than provided in

the annual list. Neither party may use the Leased Premises for business or commercial purposes.

5. **Consideration; Maintenance.** The **City** is extremely appreciative of the **Woman's Club's** willingness to permit the **City** to develop a youth center, community meeting and center, and public park. In consideration of the generosity of spirit of the **Woman's Club**, the **City** hereby agrees to assume total maintenance of the entire Leased Premises and all structures thereon, eliminating entirely all the **Woman's Club's** maintenance responsibilities and further eliminating the **Woman's Club's** need to raise money by leasing, subleasing or licensing the facility, in order to raise funds to maintain the Leased Premises. The **City** shall set up and take down available tables and chairs sufficient for 20 people for the **Woman's Club's** eight monthly meetings and at other times as the **Woman's Club** may in advance request. The **City** shall pay the **Woman's Club** \$3,800.00 per year to facilitate the **Woman's Club's** payment of its organizational commitments, to be paid on the commencement of this lease and on the same date each year thereafter, as adjusted by the CPI Index.

6. **Utilities.** The **City** shall pay and be responsible for all utilities.

7. **Insurance.** The **City** shall insure the property as part of its insurance program and shall provide comprehensive general liability insurance naming the **Woman's Club** as an additional insured.

8. **Janitorial Services.** The **City** shall provide for all Janitorial Services, and shall make sure that the **Woman's Club** building is clean and neat prior to **Woman's Club's** use of the premises.

9. Improvements. The **City** shall be responsible for making or adding improvements, none of which shall be contrary to the deed restrictions and shall not interfere with the long-term use by the **Woman's Club**. If any short term interference may be occasioned by adding improvements constructed at the direction of the **City**, the **City** shall give the **Woman's Club** thirty (30) days advance notice thereof and shall lessen the impact of any interruption to the **Woman's Club** to every extent possible. The **City** shall not erect permanent partitions in the existing **Woman's Club** building.

10. Improper Use. The **City** and **Woman's Club** covenant and agree that they will not make any unlawful, improper use of the premises.

11. Entire Lease. The **City** and the **Woman's Club** desire to substitute this Restated and Mutual Lease for the original Lease and subsequent Amendment. The terms and provisions of this Restated and Mutual Lease shall supercede all previous Leases and Amendments.

ATTEST:

By: Barbara Savits  
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: David Schmidt  
David Schmidt, Mayor

Approved as to Form:

By: James R. Kelly  
City Attorney

WOMAN'S CLUB OF DELRAY BEACH

By: Victoria Melanson  
President

ATTEST:

By: Patricia A. Pyle  
Secretary

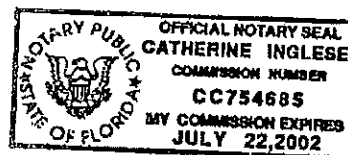
STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2001 by Victoria Melanson, President of Woman's Club, a Florida corporation, on behalf of the corporation. He/She is personally known to me/~~or~~ has produced \_\_\_\_\_ (as identification).

Catherine Inglese  
Signature of Notary Public

rev. 1/6/01



# CITY OF DELRAY BEACH

## CITY ATTORNEY'S OFFICE

200 NW 1st AVENUE • DELRAY BEACH, FLORIDA 33444  
TELEPHONE 561/243-7090 • FACSIMILE 561/278-4755

Writer's Direct Line: 561/243-7091



1993

### MEMORANDUM

DATE: May 11, 2000

TO: Chief Richard Overman, Delray Beach Police Department

FROM: Susan A. Ruby, City Attorney

SUBJECT: Women's Club

The original Quit-Claim Deed and subsequent Quit-Claim Deed are attached.

In 1926 the property was quit claimed to the City to be used exclusively as a baseball field and municipal park. In 1948 another Quit Claim deed was given to the City releasing the portion of the restriction imposed requiring a baseball field and permitting the City to lease the property to the Women's Club for the purpose of erecting a Women's Club building and park. The deed specifically says the City may use the real estate as a public park with the privilege of leasing any or all of said property to the Women's Club, so that a Woman's Club building could be erected thereon, with the express provision that all of the land shall continue to be known as Currie Memorial Park and no part thereof used for business or commercial purposes.

A 99 year Lease was entered into in 1948 which was amended in 1965, which permitted the Women's Club to erect a building and allowed the Women's Club to use it for club purposes and other uses customarily incident thereto. The lease further provides that the Women's Club will make no unlawful, improper or offensive use of premises, that it will not assign or sublet any part of the premises and will not use the premises or any part thereof for business or commercial purposes. (See attached Lease and Amendment to Lease).

Please call if you have any questions.

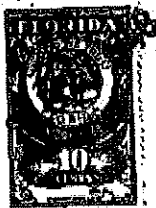
SAR:ei

QUIT-CLAIM DEED

2<sup>2</sup>  
WHEREAS, on January 8, 1926, the Currie Investment Company, a corporation existing under the laws of the State of Florida, conveyed certain property to the City of Delray, a municipal corporation located in Palm Beach County, Florida, for the purpose of maintaining thereon a baseball field, public playgrounds and park to be known as Currie Memorial Park, and

WHEREAS, the City of Delray Beach, a successor municipality to the City of Delray, has requested the Currie Investment & Title Guaranty Company, formerly the Currie Investment Company, to release that portion of the restrictions imposed on said property requiring the maintenance of the baseball field thereon and to allow in lieu thereof the City of Delray Beach to lease all or a portion of said property to the Woman's Club of Delray Beach for the purpose of maintaining thereon a club building and park,

WITNESSETH that, the Currie Investment & Title Guaranty Company, for and in consideration of the mutual covenants herein expressed, does hereby remise, release and quit-claim unto the City of Delray Beach and its successors forever all the right, title, interest, claim and demand which the said Currie Investment & Title Guaranty Company has in and to the following described property in the city of Delray Beach, Florida, to-wit:



That certain tract of land shown on the plat of Osceola Park as recorded in the public records of Palm Beach County, Florida, and marked "Base Ball Field"; the same being bounded on the East by Dade Street (Federal Highway), on the West by Boynton Street (Dixie Highway), on the North by a 20 foot alley and on the South by a 20 foot alley.

TO HAVE AND TO HOLD said tract of real estate as a Public Park with the privilege of leasing any or all of said property to the Woman's Club of Delray Beach, Florida, so that a Woman's Club Building may be erected thereon, with the express provision

that all of said tract of land shall continue to be known as Currie Memorial Park and no part thereof used for business or commercial purposes.

IN WITNESS WHEREOF the party of the first part has caused this instrument to be signed by its President and its Corporate Seal to be affixed hereto on this the 26th day of July, 1948.



CURRIE INVESTMENT & TITLE GUARANTY COMPANY  
By: F. A. Currie  
President.

I, an officer authorized to take acknowledgements of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY, that F. A. Currie, as President of the CURRIE INVESTMENT & TITLE GUARANTY COMPANY, to me personally known, this day acknowledged before me that he executed the foregoing quit-claim deed as such officer of said corporation, and that he affixed thereto the official seal of said corporation as an act and deed of said corporation for the purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at West Palm Beach, said County and State, this 26th day of July, A. D. 1948.

W. H. H. H. H. H.  
Notary Public, State of Florida  
at large. My commission expires:

Notary Public, State of Florida at Large.  
My commission expires May 25, 1951.  
Bonded by American Surety Co. of N. Y.

This instrument was filed for Record at  
2:58 P.M. this 27 day of Sept.  
1948, and Recorded in Deeds  
Book 856, at page 163. Record  
verified, J. ALEX ARNETTE, Clerk Circuit  
Court, Palm Beach County, Florida.  
By Bertha M. Kibler Deputy Clerk



QUIT-CLAIM DEED

THIS INDENTURE, Made this 8<sup>th</sup> day of January, A.D. 1928,  
BETWEEN Curris Investment & Title Guaranty Company, a corporation  
existing under the laws of the State of Florida, party of the first  
part, and the City of Delray, a municipal corporation of the  
County of Palm Beach, State of Florida, party of the second part.

WHEREAS, the party of the first part has developed and  
improved what is known as Osceola Park, a Subdivision of the City  
of Delray, and

WHEREAS, there is located in said Osceola Park, a tract  
or parcel of real estate known and designated on the plat of said  
Park as "Baseball Field", the same lying between Boynton Street  
and Dade Street, and

WHEREAS, the party of the first part has agreed to trans-  
fer all of its right, title and interest in and to said "Baseball  
Field" to the party of the second part, to be used exclusively  
as a baseball field and municipal park, and

WHEREAS, the party of the second part has agreed to ac-  
cept said transfer and to keep and maintain at all times said  
baseball field as a public playground and park, and

WHEREAS, the party of the second part has further agreed  
to name said field "Curris Memorial Park" and to always use the  
same for the benefit of the public and the abutting property  
owners.

WITNESSETH: That the said party of the first part, for  
and in consideration of the sum of One (\$1.00) Dollar to it in  
hand paid by the party of the second part, the receipt whereof is  
hereby acknowledged, has remised, released and quit-claimed, and  
by these presents does remise, release and quit-claim unto the  
party of the second part and its successors forever, all the  
right, title, interest, claim and demand which the said party of  
the first part has in and to the following described lot, piece  
or parcel of land, situate, lying and being in the County of

Palm Beach, State of Florida, to-wit:

That certain tract of land shown on the plat of Osceola Park, recorded in Plat Book page , Palm Beach County public records, as "Baseball Field", the same being bounded on the East by Dade Street, on the West by Boynton Street, on the North by a 20 ft. alley and on the South by a 20 ft. alley, and as aforesaid, said tract of land is designated on the plat of Osceola Park as "Baseball Field".

TO HAVE AND TO HOLD said tract of real estate as a public park and to be used exclusively as such, together with all and singular, the appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title and interest whatsoever of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by its President and its official seal affixed.

CURRIE INVESTMENT & TITLE GUARANTY  
COMPANY

ATTEST:

By E. S. Currie  
President

R. S. Yeoman  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, That on this 8th day of January, A.D. 1926, before me personally appeared E. S. Currie President and R. S. Yeoman Secretary respectively of the Currie Investment & Title Guaranty Company, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at West Palm Beach in the County of Palm Beach and State of Florida, the day and year last aforesaid.

Thipe Brashers (Seal)

Notary Public

Comm. Exp. 3-1-28

C O P Y

LEASE

THIS LEASE Made this the 24th day of August, 1948, by and between the City of Delray Beach, a Municipal Corporation in Palm Beach County, Florida, herein called the Lessor, and the Woman's Club of Delray Beach, Florida, a non-profit Corporation under the Laws of the State of Florida, herein called the Lessee,

Witnesseth that for and in consideration of the sum of \$ 1.00 this day paid by the lessee to the lessor, and in further consideration of the covenants herein contained on the part of the lessee to be kept and performed, the said lessor does hereby lease to the said lessee the following described property in the City of Delray Beach, Palm Beach County, Florida, to wit:

That certain tract of land shown on the plat of Osceola Park as recorded in the Public Records of Palm Beach County, Florida, and marked "Base Ball Field"; the same being bounded on the East by Dade Street (Federal Highway), on the West by Boynton Street (Dixie Highway), and on the North by a 20 foot alley and on the South by a 20 foot alley.

to have and to hold same for the term of ninety-nine (99) years from this date.

This lease is made by the lessor for the purpose of enabling the lessee to construct and maintain thereon a building for the purpose of furnishing a meeting place for the Woman's Club of Delray Beach and for maintaining the remainder of said property as and for a public park to be known as "CURRIE MEMORIAL PARK", provided, however, that nothing herein contained shall be construed as requiring the lessee to furnish physical maintenance on the above described property, but that it is the intentions of the parties hereto that the above described property, with the exception of that space occupied by the building aforementioned and the immediately surrounding property shall always be open to the public as and for a public park, to be known as "CURRIE MEMORIAL PARK". In the event that this property should ever be used for any other purpose than for the construction and maintenance of a Woman's Club building and other uses which are customarily incident thereto, and for the purpose of maintaining a public park, then this Lease may be declared terminated by the lessor by giving the lessee ninety days notice of such intention. In the event this lease is terminated the lessee shall have the right to remove therefrom any improvements placed thereon by the lessee.

The lessee covenants that it will make no unlawful, improper or offensive use of the premises, that it will not assign this lease or sub-let any part of said premises, that it will use said premises only for the construction and maintenance of a Woman's Club Building and other uses customarily incident thereto and for the ~~renewed~~ maintenance thereof of a public park to be known as "CURRIE MEMORIAL PARK". The lessee further covenants that it will not use said premises or any part thereof for business or commercial purposes.

IN WITNESS WHEREOF, the lessor has caused this Lease to be executed by its Mayor and attested by its City Clerk and the City Seal to be affixed thereto and the lessee has caused this lease to be executed by its President and attested by its Secretary on the date first above written.

CITY OF DELRAY BEACH

By: (Signed) L. H. Brannon  
Mayor

ATTEST:

(Signed) Charles E. Black

(Signed) Maurista Nichols

(Signed) Ruth R. Smith  
City Clerk

LESSOR

(SEAL)

WOMEN'S CLUB OF DELRAY BEACH

By: (Signed) Wilena E. Hurst

ATTEST:

(Signed) John H. Adams

(Signed) Eleanor M. Gringls

(Signed) Florence M. Brown  
Secretary

LESSEE

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared L. H. Brannon, Mayor, and Ruth R. Smith, City Clerk, to me well known to be the individuals who executed the above and foregoing lease on behalf of the City of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said City.

Witness my hand and official seal at Delray Beach, Florida, on this the 9th day of September, 1948.

(Signed) Alice Dondarick  
Notary Public, State of Florida at

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared Wilena E. Hurst, President, and Florence M. Brown, Secretary, to me well known to be the individuals who executed the above and foregoing lease on behalf of the Woman's Club of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said Club.

Witness my hand and official seal at Delray Beach, Florida, on this the 21st day of August, 1948.

(SEAL)

(Signed) Helen L. DeMaris  
Notary Public, State of Florida  
at Large. My Commission expires  
January 10, 1951.

FILE NO. 2699 DATE 8-18-59 FILED 8-19-59 O.R. BK. 391 PAGE 66  
MTGE. REV.  
ONS. \$ 4,000.00 MTGE. BK. 726 PG. 179 DATED 10-11-56 DOC. IPP.  
1ST PARTY FIRST NATIONAL BANK OF DELRAY BEACH  
2ND PARTY WOMAN'S CLUB OF DELRAY BEACH  
ADDRESS  
BUILDING KNOWN AS "WOMAN'S CLUB" LOCATED ON E. 1/4 TR OF LD 3 TR OF LD SHOWN  
OF BLK. E/D  
PL. OF OSCEOLA PARK & MARKED "BASE BALL FIELD"; SAME BEING BOUNDED ON E  
DADE ST (FED. HWY), ON W BY BOYNTON ST (DIXIE HWY), ON N BY 20 FT ALLEY  
S BY 20 FT ALLEY ON WHICH WOMAN'S CLUB OF DELRAY BEACH HAS A 99 YR LEASE  
ED 8-24-48 & IN DEED BK. 856-418.

1965 MAR 2 AM 9 06 227

THIS AGREEMENT, made and executed this 22nd day of February, 1965, between the CITY OF DELRAY BEACH, a Municipal Corporation in Palm Beach County, Florida, herein called Lessor, and the WOMAN'S CLUB OF DELRAY BEACH, a non-profit corporation under the laws of the State of Florida, herein called the Lessee,

WHEREAS, heretofore the parties made and executed a certain lease covering the following property in the City of Delray Beach, Palm Beach County, Florida, to-wit:

That certain tract of land shown on the plat of Osceola Park as recorded in the Public Records of Palm Beach County, Florida, and marked "Base Ball Field"; the same being bounded on the East by Dade Street (Federal Highway), on the West by Boynton Street (Dixie Highway), and on the North by a 20 foot alley and on the South by a 20 foot alley.

dated August 24, 1948, leasing said property to the Lessee for a term of ninety-nine (99) years from said date; and

WHEREAS, said tract of real estate was acquired by the Lessor from the Currie Investment Company, a Florida Corporation, with the express provision that said tract is to be held as a Public Park with the privilege of leasing any or all of said property to the Woman's Club of Delray Beach, Florida, so that a Woman's Club Building may be erected thereon, and with the further express provision that all of said tract of land shall continue to be known as Currie Memorial Park and no part thereof used for business or commercial purposes; and

WHEREAS, the Lessee has constructed a club building on a portion of said leased premises;

WHEREAS, both the Lessor and the Lessee are desirous of amending said lease to reduce the area of the leased premises, and to clarify the maintenance responsibilities of the parties;

NOW, THEREFORE, in consideration of the covenants contained in the aforesaid existing lease, dated August 24, 1948, and the further covenants contained in this amended lease, it is agreed:

1. That henceforth said Lease shall cover the following described property in the City of Delray Beach, Palm Beach County, Florida, to-wit:

That certain tract of land shown on the plat of Osceola Park as recorded in the Public Records of Palm Beach County, Florida, and marked "Base Ball Field"; the same being bounded on the East by Dade Street (Federal Highway), on the West by Boynton Street (Dixie Highway), and on the North by a 20 foot alley and on the South by a 20 foot alley, LESS THE East 140 feet thereof.

2. That the Lessee's maintenance responsibility shall therefore no longer apply to the East 140 feet of the original tract, which area the Lessor agrees to beautify and maintain as a public park. The Lessee agrees to supply the physical maintenance and water necessary to continue the attractive appearance of the aforementioned reduced area, together with the improvements located thereon.

3. It is recited as a matter of information that the city presently has a sewer line and a water line located within a sixteen (16) foot easement extending from North to South the width of the property first above described, the West line of which is also the East line of the Woman's Club Building. It is agreed that the Lessee shall have access to the easement area for the purpose of maintaining certain landscaping belonging to the Lessee, part of which is located on the leased premises and part of which is presently located in the area covered by said easement.

4. The terms and provisions of the original lease between the parties, dated August 24, 1948, shall remain in full force and effect other than as modified by this amended lease.

IN WITNESS WHEREOF, the Lessor has caused this amended Lease to be executed by its Mayor and attested by its City Clerk and the City Seal to be affixed thereto, and the Lessee has caused this amended Lease to be executed by its President and attested by its Secretary on the date first above written.

CITY OF DELRAY BEACH

(SEAL)

By:

Al. C. Avery  
Mayor

ATTEST:

Robert D. Worthing  
City Clerk

WOMAN'S CLUB OF DELRAY BEACH

By:

Dorothy R. Conn  
President

Lillian L. DeMaris

Elsie M. Parsons  
Witnesses as to Lessee

ATTEST:

Mrs. L. L. Peters  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Al. C. Avery, Mayor, and Robert D. Worthing, City Clerk, to me well known to be the individuals who executed the above and foregoing amended lease on behalf of the City of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said City.

Witness my hand and official seal at Delray Beach, Florida, on this the 22nd day of February, 1965.

James A. McQuinn  
Notary Public, State of Florida  
at Large  
My commission expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Notary Public, State of Florida at Large  
My Commission Expires Sept. 13, 1966  
Bonded by American Surety Co. of N. Y.

7-13-66

Before me, the undersigned authority, personally appeared Dorothy R. Conn, President and Mrs. L. L. Peters, Secretary, to me well known to be the individuals who executed the above and foregoing amended lease on behalf of the Woman's Club of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said Club.

Witness my hand and official seal at Delray Beach, Florida, on this the 19th day of February, 1965.

Elsie M. Parsons  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 22, 1965  
Bonded by American Surety Co. of N. Y.

Elsie M. Parsons  
Notary Public, State of Florida  
at Large  
My commission expires:

Recorded in Official Record Book  
of Palm Beach County, Florida  
JOHN B. DUNKLE  
CLERK OF CIRCUIT COURT

C O P Y

LEASE

THIS LEASE Made this the 24th day of August, 1948, by and between the City of Delray Beach, a Municipal Corporation in Palm Beach County, Florida, herein called the Lessor, and the Woman's Club of Delray Beach, Florida, a non-profit Corporation under the Laws of the State of Florida, herein called the Lessee;

Witnesseth that for and in consideration of the sum of \$ 1.00 this day paid by the lessee to the lessor, and in further consideration of the covenants herein contained on the part of the lessee to be kept and performed, the said lessor does hereby lease to the said lessee the following described property in the City of Delray Beach, Palm Beach County, Florida, to wit:

That certain tract of land shown on the plat of Osceola Park as recorded in the Public Records of Palm Beach County, Florida, and marked "Base Ball Field"; the same being bounded on the East by Dade Street (Federal Highway), on the West by Boynton Street (Dixie Highway), and on the North by a 20 foot alley and on the South by a 20 foot alley.

to have and to hold same for the term of ninety-nine (99) years from this date.

This lease is made by the lessor for the purpose of enabling the lessee to construct and maintain thereon a building for the purpose of furnishing a meeting place for the Woman's Club of Delray Beach and for maintaining the remainder of said property as and for a public park to be known as "CURRIE MEMORIAL PARK", provided, however, that nothing herein contained shall be construed as requiring the lessee to furnish physical maintenance on the above described property, but that it is the intentions of the parties hereto that the above described property, with the exception of that space occupied by the building aforementioned and the immediately surrounding property shall always be open to the public as and for a public park, to be known as "CURRIE MEMORIAL PARK". In the event that this property should ever be used for any other purpose than for the construction and maintenance of a Woman's Club building and other uses which are customarily incident thereto, and for the purpose of maintaining a public park, then this lease may be declared terminated by the lessor by giving the lessee ninety days notice of such intention. In the event this lease is terminated the lessee shall have the right to remove therefrom any improvements placed thereon by the lessee.

The lessee covenants that it will make no unlawful, improper or offensive use of the premises, that it will not assign this lease or sub-let any part of said premises, that it will use said premises only for the construction and maintenance of a Woman's Club Building and other uses customarily incident thereto and for the ~~review~~ maintenance thereon of a public park to be known as "CURRIE MEMORIAL PARK". The lessee further covenants that it will not use said premises or any part thereof for business or commercial purposes.

IN WITNESS WHEREOF, the lessor has caused this Lease to be executed by its Mayor and attested by its City Clerk and the City Seal to be affixed thereto and the lessee has caused this lease to be executed by its President and attested by its Secretary on the date first above written.

CITY OF DELRAY BEACH.

By: (Signed) L. H. Brannon  
Mayor

ATTEST:

(Signed) Charles E. Black

(Signed) Maurista Nichols

(Signed) Ruth R. Smith  
City Clerk

LESSOR

(SEAL)

WOMEN'S CLUB OF DELRAY BEACH

By: (Signed) Wilena E. Hurst

ATTEST:

(Signed) John H. Adams

(Signed) Eleanor N. Gringle

(Signed) Florence M. Brown  
Secretary

LESSEE

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared L. H. Brannon, Mayor, and Ruth R. Smith, City Clerk, to me well known to be the individuals who executed the above and foregoing lease on behalf of the City of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said City.

Witness my hand and official seal at Delray Beach, Florida, on this the 7th day of September, 1948.

(Signed) Alice Dandridge

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared Wilena E. Hurst, President, and Florence M. Brown, Secretary, to me well known to be the individuals who executed the above and foregoing lease on behalf of the Woman's Club of Delray Beach, and they acknowledged before me that they executed the same freely and voluntarily as and for the act and deed of said Club.

Witness my hand and official seal at Delray Beach, Florida, on this the 21st day of August, 1948.

(SEAL)

(Signed) Helen L. DeMaris  
Notary Public, State of Florida  
at Large. My Commission expires  
January 10, 1951.

FILE NO. 2699 DATE 8-18-59 FILED 8-19-59 O.R. BK. 391 PAGE 66  
MTGE. REV.  
CONS. \$ 4,000.00 MTGE. BK. 726 PG. 179 DATED 10-11-56 DOC. IPP  
1ST PARTY FIRST NATIONAL BANK OF DELRAY BEACH  
2ND PARTY WOMAN'S CLUB OF DELRAY BEACH  
3RD PARTY  
ADDRESS  
BUILDING KNOWN AS "WOMAN'S CLUB" LOCATED ON LOT 1 TR OF LOTS TR OF LD SHOWN  
BLK. S/D  
PL. OF OSCEOLA PARK & MARKED "BASE BALL FIELD"; SAME BEING BOUNDED ON E  
DADE ST (FED. HWY), ON W BY BOYNTON ST (DIXIE HWY), ON N BY 20 FT ALLEY  
S BY 20 FT ALLEY ON WHICH WOMAN'S CLUB OF DELRAY BEACH HAS A 99 YR LEASE  
ED 8-24-48 & IN DEED BK. 856-418.

R2002 2097

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE CITY OF DELRAY BEACH FOR FUNDING OF THE TEEN CENTRAL PROJECT**

NOV 19 2002

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and The City of Delray Beach, a Florida municipal corporation, hereinafter referred to as "Delray Beach".

**WITNESSETH:**

**WHEREAS**, Delray Beach owns the former Women's Club building located on City property at 505 S. E. 5<sup>th</sup> Avenue in Delray Beach; and

**WHEREAS**, Delray Beach is in the process of converting the former Women's Club building into a Community Teen Center, known as the Teen Central project; and

**WHEREAS**, the Teen Central project is anticipated to cost approximately \$303,473 for site parking, landscaping, irrigation and walkways, a 120 square foot building addition, interior remodeling of the existing 3,500 square foot facility, and new interior/exterior finishes to the facility; and

**WHEREAS**, Delray Beach has requested from County an amount not to exceed \$100,000 to help offset costs for the Teen Central Project; and

**WHEREAS**, County desires to provide funding for the Teen Central Project in an amount not to exceed \$100,000; and

**WHEREAS**, funding for the Teen Central Project is available from District 4 Recreation Assistance Program reserves; and

**WHEREAS**, the resulting Community Teen Center shall be open to and benefit all residents of Palm Beach County; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$100,000 to Delray Beach for the Teen Central Project to include site parking, landscaping, irrigation and walkways, a 120 square foot building addition, interior remodeling of the existing 3,500 square foot facility, and new interior/exterior finishes to the facility, as depicted on Exhibit "A", hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Delray Beach on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project has been completed; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Delray Beach. Said information shall list each invoice paid by Delray Beach and shall include the vendor invoice number; invoice date; and the amount paid by Delray Beach along with the number and date of the respective check for said payment. Delray Beach shall attach a copy of each vendor invoice paid by Delray Beach along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Delray Beach's Project Financial Officer shall certify the total funds spent by on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule was paid and approved by the Delray Beach as indicated.

c. Planning and expenses for the Project were initiated by the Delray Beach on March 7, 2002. Those costs incurred by Delray Beach for the Project and approved and submitted accordingly by Delray Beach subsequent to the date of said Project initiation are eligible for reimbursement by County pursuant to the terms and conditions hereof.

d. Recreation Assistance Program funds may be used as a match for other local, State, or Federal grant programs, but Delray Beach may not submit reimbursement requests for the same expenses to the County or other funders to receive duplicate reimbursement for the same expenses.

3. In the event Delray Beach ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County and County shall have no further obligation to honor reimbursement requests submitted by Delray Beach. The determination that Delray Beach has ceased or suspended the Project shall be made solely by County and Delray Beach agrees to be bound by County's determination.

4. Delray Beach agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In

entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity conducted by Delray Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

5. Delray Beach shall make the Community Teen Center available to the general public regardless of residency, race, color, religion, sex, age, disability, marital status, sexual orientation, national origin, or ancestry.

6. Delray Beach shall provide accounting data to County for same on or before twelve (12) months from the date of execution of this Agreement by the parties hereto.

7. The term of this Agreement shall be for twenty (20) years commencing upon the date of execution by the parties hereto.

8. Prior to execution of this Agreement by the County, Delray Beach shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from Delray Beach's Risk Manager. Delray Beach shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Project and terms and conditions of this Agreement. Where permissible with respect to the above coverages, such policy shall include Palm Beach County as additional insured and shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve Delray Beach of its liability and obligations under this Agreement. Delray Beach agrees to indemnify, defend, and hold harmless the County for any liability arising out of any negligent act or omission of Delray Beach to the extent the insurance described in this paragraph fails to cover the County. Nothing in this paragraph shall constitute a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

9. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

10. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

11. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

As to Delray Beach:

City Manager  
100 N. W. 1st Avenue  
Delray Beach, FL 33444

IN WITNESS WHEREOF, the undersigned parties have signed this

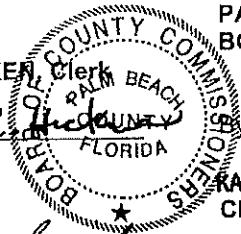
Agreement on the date first above written.

R2002 2097

ATTEST:

DOROTHY H. WILKEN, Clerk

By: Linda C. Hickey  
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: Karen T. Marcus  
KAREN T. MARCUS CHAIR  
CITY OF DELRAY BEACH

NOV 19 2002

ATTEST:

By: Barbara Gauto  
City Clerk

By: Daniel W. Schmidt  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Asst. City Attorney 09/16/02

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Dennis L. Eshleman, Director  
Parks and Recreation Department

PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT A

CONTRACT PAYMENT REQUEST

\_\_\_\_\_  
(Date)

Grantee \_\_\_\_\_

Request Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Costs	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___ %)	( _____ )
County funds previously disbursed	( _____ )
County funds due this billing	\$ _____

Reviewed and Approved by:

\_\_\_\_\_  
PBC Project Administrator/Date

\_\_\_\_\_  
Department Director/Date

PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT A

\_\_\_\_\_  
(Project)

Grantee \_\_\_\_\_

Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	

Certification: I hereby certify that the purchase noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
Administrator (Date)

\_\_\_\_\_  
Financial Officer (Date)



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/02

INSURED  
Arthur J. Gallagher & Co.  
200 N.W. 41st Street  
Suite 200  
Miami, FL 33168

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURER A: UNITED NATIONAL INSURANCE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

City of Delray Beach  
100 NW 1st Avenue  
Delray Beach, FL 33444

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	CP0065363	10/15/02	10/16/03	EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOX AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>Garage Liability</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS \$ F.L. EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
<b>OTHER</b>				

DESCRIPTION OF OPERATION/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
General Liability (Auto Liability, if applicable) at \$100,000 SIR; City relies exclusively on FS768.28. Certificate holder is an additional insured but only to the extent of the indemnity provisions of the applicable contract and only to the extent allowed by applicable laws (Governmental entities only).  
(See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County Parks &  
Recreation Dept.  
Attn: Director of Parks &  
Recreation-2700 6 Avenue South  
Lake Worth, FL 33461

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

REPRESENTATIVE  
AUTHORIZED REPRESENTATIVE  
#15 [Signature]

10/21/2002 09:22 5612437156  
Oct-21-2002 09:24am From:ARTHUR GALLAGHER CO

RISK MGMT

PAGE 03/03

+3055134206

T-480 P.003/003 F-312

### DESCRIPTIONS (Continued from Page 1)

greement between Palm Beach County and the City of Delray Beach regarding the Inter-local agreement between  
Palm Beach County & the City of Delray Beach for the Teen Central Project funding.