

## Advisory Board Appointment Application

NOTE: Each applicant is advised to attend at least one meeting prior to applying for appointment.

Received  
4/11/2023  
City Clerk  
Expires  
4/11/2025

### Contact Information:

\* Name

Mavis L.R. Benson

\* Home Address

800 Greensward Ct. 204 I  
Delray Beach FL 33445

\* Cell Phone

(216) 407-2388

\* Email

avalon\_gallery@bellsouth.net

\* Occupation

Proud to be a legacy business for 18 years, As a business owner/operator, I'm always downtown. This makes it possible to hear/see concerns, needs & desires from visitors, workers & stakeholders.

**Business Name**

Avalon Gallery

Business Address

425 E. Atlantic Ave.  
Delray Beach Florida 33483

Business Phone

(561) 272-9155

### Advisory Board Selection:

Please select your top four boards in order of preference (first choice to fourth choice) from the drop down lists below:

**First Choice**

Downtown Development Authority

**Second Choice**

Parking Management Advisory Board

**Third Choice**

\*\*SKIPPED\*\*

**Fourth Choice**

\*\*SKIPPED\*\*

NOTE: Your responses or disclosures are intended to assist the City Council in considering an application for appointment/re-appointment to a City board or committee, and will not result in the automatic disqualification from consideration or appointment/re-appointment. Therefore, complete and accurate responses should be provided.

### Qualifications:

\* Please select all qualifications that apply:

Delray Beach resident

Own a business or are an officer, director or manager of a business in Delray Beach

Own property in Delray Beach

Pay taxes on leased property in the Downtown Delray Beach area, or serve as a director, officer, or managing agent to an owner or lessee who is required to pay taxes

\* Are you a registered FL voter?

Yes

\* Are you a vendor or employed by a vendor that does business with the city?

No

\* Are you a lobbyist or employed by a lobbyist, as defined in the Palm Beach County Registration Ordinance?

No

\* Have you attended any Delray Beach Commission or Advisory Board Meetings?

Yes

**If yes, please explain and provide dates when possible.**

Though it is not required, attending as many other boards or city meetings is beneficial in knowing topics & issues from many different positions. This is a great way to see the bigger picture..

**Are you currently serving, or have you ever served on a Delray Beach Advisory Board? If yes, please provide details and dates.**

DDA since 2017 Notable accomplishments by board/team - Expanded Ambassador program - 2022 Town Hall was well attended by every neighborhood within our district. Engagement by all served as a wonderful tool in our goal setting and budget amendments for 2022/2023. - Brought back Art & Jazz. Making the change to move it to the different neighborhoods throughout the city, gives each neighborhood time to shine & contribute as a community. - Grew airwalks & completed art trail. - Banners/lighting

\* Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

No

**If yes, please explain:**

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\* Do you, any member of your immediate family, your employer or your business (or any entity in which you have a controlling interest) currently have any contractual relationship with, or do business with, the City, or has there been any such relationship within the past 5 years?

No

**If yes, please explain:**

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Do you (or any entity in which you have a controlling interest) have any delinquent accounts with the City or owe any monies to the City?

No

**If yes, please explain:**

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Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines relating to property in the city that is owned or rented by you (or any entity in which you have a controlling interest)?

No

**If yes, please explain:**

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\* Do you (or any entity in which you have a controlling interest) have any pending code enforcement cases or unpaid, certified code enforcement fines for any other violations relating to other city codes?

No

**If yes, please explain:**

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Have you ever been found to have violated, or had a complaint filed against you alleging a violation of, the Florida Code of Ethics for public officers and employees, Palm Beach County Code of Ethics (or any other ethics code)?

No

**If yes, please explain:**

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## **Interest & Experiences**

**List any certifications or licenses which may further qualify you to serve on a board or committee.**

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**Briefly describe why you wish to serve as a member of a board or committee and how your personal experience and background relate:**

I understand the vision of the city & the DDA mission. I value the history, culture, and diversity that each neighborhood offers throughout our downtown. The heritage &

unique character allow all parties, residents & visitors to enjoy special experiences in a memorable place. Our walkable downtown filled with ambiance, safe & welcoming public spaces, unique storefronts, excellent restaurants, and good office space, offer a quality of life enjoyed by those of whom work, reside or visit.

**List any other community/civic involvement which you would like the Commission to consider:**

Co-chair Merchant & Businesses Assoc. I know the businesses. I know what it takes not only to grow & thrive, but I know as well, the challenges. Spending time with merchants through monthly merchant meetings is the best way to learn what advertising, special events or social media is bringing customers to their doors. Benefits such as the DDA web-site, social media, promotions & events, serve well to promote, strengthen & support all of the businesses & stakeholders in our DDA district.

**Educational Background:**

**University attended:**

Peace College Raleigh N.C. 1975 - 1977 East Carolina University 1977 - 1979

**Degrees received:**

B.S Housing and Management

**Major area of study:**

Interior Design with a Music Minor

Upload your resume:

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**Terms Of Acceptance**

Applications are kept on file in the City Clerk's Office for a period of two years.

Applicants may supplement their application with a resume or other information relevant to their qualifications.

**Declaration of Personal Information Exemption:**

Personal information provided in this application is public information unless the applicant qualifies for an exemption pursuant to Florida Statutes. You are encouraged to thoroughly read the applicable sub-sections of F.S. 119.0 71

([http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.071.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html)).

If you qualify for an exemption, please indicate below which statutory provision you are citing for the exemption. If you qualify, your address and phone number are protected information. You may contact the Board Liason at 243-7056 if you have any questions.

My address and telephone number are statutorily exempt from public disclosure:

No

**If yes, pursuant to which sub-section of F.S. 119.071?**

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Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

I agree

\* E-Signature of Applicant:

Mavis Benson

\* **Date:**

04/11/2023

\* Please agree with the following statement: I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

I Agree

## LEASE

THIS LEASE entered into this 1<sup>st</sup> day of OCTOBER, 2004, between CARL WELLS and/or SUZANNE WELLS (Landlord) and AVALON GALLERY, INC. and/or JOHN TERRY (Personally) and/or MAVIS BENSON (Personally) (Tenant).

Landlord, in consideration of the rent to be paid by Tenant and in consideration of the covenants to be performed by Tenant, hereby leases to Tenant the following described premises (the Premises) located in Palm Beach County, Florida: 425 East Atlantic Avenue, Delray Beach, Florida. It is agreed by the parties hereto that the Premises consists of approximately 2,000 square feet. The exact total of the square footage shall have no bearing on the terms of this Lease.

ARTICLE 1. The term of this lease shall commence on October 1, 2004, and shall run to and include September 30, 2009, a total of five (5) years.

ARTICLE 2. Tenant hereby agrees to pay Landlord, at such place as Landlord may designate in writing, rent for the premises as follows:

Six Thousand Dollars (\$6,000.00) per month, plus sales tax of \$360.00 for a total of \$6,360.00, due in advance each month without demand. Said rent shall also be subject to Consumer Price index increases and pass through charges as set forth in Article 5 of this Lease.

ARTICLE 3. During the term of this Lease the premises shall be used and occupied only for the following purposes: A retail store selling art glass, ceramics, jewelry, sculptures, and related items.

Tenant agrees to operate the premises during the term of this Lease, and to conduct its business at all times in a high class and reputable manner. Tenant shall keep the premises open for business not less than four days per week, except legal holidays. Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the premises, and the cleanliness, safety, occupation and use of same. No auction, fire or bankruptcy sales shall be conducted in the premises without Landlord's consent. Tenant shall not use the sidewalks adjacent to the premises for business purposes without Landlord's consent.

ARTICLE 4. Tenant shall not perform any acts or carry on any practices which injure the building or be a nuisance or menace to businesses neighboring the premises, and shall keep the premises, the sidewalks adjacent to the premises, the rear area of the premises, and the service area allocated for the use of Tenant, clean and free from rubbish and dirt at all times. All trash and garbage shall be placed in the dumpster provided by the Landlord.. Tenant shall not burn any trash of any kind in or about the building in which the premises are located. In addition, Tenant warrants that it shall be solely responsible for all costs and expenses involved in connection with the proper disposal of any hazardous waste generated by tenant, its employees, agents or invitees, and further agrees to indemnify and hold the Landlord harmless for any and all liability which may be incurred in connection with said disposal of any hazardous waste.

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ARTICLE 5. Section 1. Tenant shall pay all charges for water, garbage collection, sewage disposal, waste disposal, electricity and or all other utilities used in connection with the premises, not more than ten (10) days after the same shall become due and payable.

Section 2. Tenant agrees to pay on a monthly basis all county and city property taxes, solid waste fees, maintenance fees, and Landlord's hazard insurance on the building. Landlord shall prepare an estimated annual budget on or before September 15th of each year setting forth the charges and monthly payment.

Section 3. In addition to the Base Rent set forth in Article 2 above, the Base Rent shall increase every year beginning with the third year of the lease at the rate of the increase in the CPI (Consumer Price Index) as reported by the Federal Government for the prior year. The first of said increases shall occur on October 1, 2006, and said increases shall continue to occur on October 1st of each successive year through the remaining term of the Lease.

ARTICLE 6. Section 1. Landlord shall keep the foundation, the outer walls and roof of the building in which the premises are located in good repair, except that Landlord shall not be called on to make any repairs caused by the negligence of Tenant, its agents or employees. Landlord shall not be called upon to make any other improvements or repairs of any kind on the premises and shall not be responsible for any damages caused to the interior of the premises due to roof or water leakage of any kind unless such damage results from Landlord's failure to repair or adequately maintain the foundation, outer walls or roof in which premises are located and whereby the same results from the unlawful misconduct, or gross negligence of Landlord or its agents and employees.

Section 2. The Premises shall at all times be kept in good order, condition and repair by Tenant subject to ordinary wear and tear and shall be kept in a clean, sanitary and safe condition in accordance with all directions, rules and regulations of the health office, Fire Marshall, building inspector or other proper officers of the government agencies having jurisdiction, all at the sole cost and expense of Tenant. Tenant shall permit no water damage or injury to the premises.

Section 3. At the expiration of this Lease, Tenant shall surrender the premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty expected.

ARTICLE 7. Tenant shall not erect or install any exterior or interior window or door signs, or window or door lettering, or placards without the previous written consent of Landlord. Tenant agrees not to use loudspeakers, phonographs or radio broadcasts in a manner to be heard outside the premises. Tenant agrees that it will, at its own expense, install an exterior sign in a place on the premises to be designated by Landlord, which sign will advertise Tenant's name or type of business, the form and design of which will be subject to Landlord's reasonable approval. Tenant shall not permit any noxious, foul or disturbing odors, noises or vibrations to emanate from the premises.

ARTICLE 8. All alterations, additions, improvements, fixtures, furniture, carpeting and equipment which may be made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floor, walls, or ceilings, shall be the property of Landlord and at the termination of the lease shall remain upon and be surrendered with the premises as a part thereof. Any linoleum or other floor covering of similar character which may be adhesively affixed to the floor of the premise shall become the property of Landlord. No alterations or additions to the premises

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may be made without the prior written consent of Landlord, which consent may not be unreasonably withheld or delayed.

ARTICLE 9. Landlord shall be held harmless by Tenant from any liability for damages to any person or any property in or upon the premises and the sidewalks adjoining same and the service areas allocated to the use of Tenant, including the persons and property of Tenant and its employees and all persons in the premises at its or their invitation. All property kept, stored or maintained on the premises shall be done so at the risk of Tenant only. Tenant shall not permit the filing of any lien against the premises, and the existence of any such lien of any nature shall be a breach of this lease. Tenant shall indemnify Landlord for any legal fees and court costs in connection with the Tenant's obligations as set forth in this ARTICLE. Tenant shall have an obligation to promptly transfer to bond any lien filed against the premises within twenty days from the filing thereof. In accordance with Section 713.10 Florida Statutes, the interest of the Landlord shall not be subject to liens for improvements made by the Tenant.

ARTICLE 10. Tenant shall not carry any goods or conduct its business on the premises in a manner which will in any way tend to increase the insurance rates on the premises or the building of which they are a part. Tenant agrees to pay as additional rental any increase in Landlord's insurance premiums resulting from the business carried on by Tenant, whether or not Landlord has consented to the same. If Tenant installs any electrical equipment that overloads the lines or circuits in the premises, Tenant shall at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

ARTICLE 11. Tenant shall at all times during the term hereof keep in force, at its own expense, public liability insurance in companies acceptable to Landlord and naming as insured both Landlord and Tenant, with minimum limits of \$1,000,000.00 on account of bodily injury or death, and \$50,000.00 on account of damage to property, and Tenant will further deposit the policy or policies of such insurance, or certificates thereof, with Landlord. Tenant shall, during the entire term hereof, keep in full force and effect a policy of insurance upon all of the plate glass in the Premises, as well as insurance for windstorm/hurricane coverage in which policies both Landlord and Tenant shall be named as parties covered thereby as their respective interest may appear.

ARTICLE 12. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by the way of the service areas and rear doors provided for such purposes. Landlord hereby grants to Tenant's employees, agents, and invites, the right during the term hereof to use, in common with others entitled to the use thereof, such service areas subject to such reasonable regulations as Landlord may make from time to time, which will be uniformly applied to all persons using such service areas.

ARTICLE 13. Tenant agrees not to assign this lease or any interest therein without the previous written consent of Landlord and not subject or permit any other persons to occupy the premises or any part thereof without like consent, which may not be unreasonably withheld by Landlord. Consent by Landlord to one or more assignments of this lease or to one or more subletting of the premises shall not operate as a consent to any subsequent assignments or subletting, each of which shall require Landlord's separate consent. Any attorneys' fees incurred by landlord in connection with any such assignment shall be paid for by Tenant. Notwithstanding any such assignment, Tenant shall remain fully liable and shall not be released from performing any terms of the lease. If Tenant is a corporation and if any transfer, sale, pledge or other disposition of the

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majority of the outstanding stock shall occur, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to treat any such transfer, etc., as an assignment under this Article. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or to be a consent to the assignment of this lease or subletting of the premises.

ARTICLE 14. Landlord shall have the right to reasonably enter upon the premises at all reasonable hours for the purpose of inspecting same or for making repairs, additions or alterations. If Landlord deems any repairs required to be made by Tenant necessary, it may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, Landlord may make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof provided no gross negligence or willful misconduct occurs, and, if Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith on demand pay to Landlord the cost thereof with interest at fifteen percent (15%) per annum, and if it shall default in such payment, Landlord shall have the remedies provided in Article 17 hereof. For a period commencing ninety (90) days prior to the termination for this lease, Landlord may have reasonable access to the premises for the purpose of exhibiting the same to prospective tenants.

ARTICLE 15. In the event of a whole or partial taking of the premises by any governmental agency or authority, Landlord shall be entitled to retain all of the proceeds awarded for such taking, provided, however, that Tenant shall have the right to submit a claim for proceeds awarded for such taking, provided such claim does not in any way reduce or diminish the amount of proceeds available to Landlord for such taking.

ARTICLE 16. If the premises shall be damaged by fire, the elements, or other casualty not due to Tenants negligence, but are not thereby rendered untenable in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part. Landlord shall promptly at its own expense cause the damage to be repaired, and the minimum rent shall be abated in proportion to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall promptly at its own expense cause such damage to be repaired and the minimum rent shall be abated in whole, provided however, that Landlord shall have the right, to be exercised by notice in writing, to elect not to reconstruct the destroyed premises, and in such event, this Lease and the tenancy hereby created shall cease as of the said occurrence, the minimum rent to be adjusted as of such date. Said notice shall be given within sixty (60) days of said occurrence.

ARTICLE 17. Section 1. If any part of rent or other charges due Landlord is not received by Landlord within five (5) days from the due date, then Tenant shall be assessed a "Late Charge" of \$50.00 for each ten (10) day period, or partial ten (10) day period, such payment is overdue as calculated from the due date.

Section 2. If Tenant shall not pay rent or any other monies due hereunder within five (5) days from the date due, or shall fail to keep and perform any other condition, stipulation, or agreement herein contained on the part of Tenant to be kept and performed within (20) days after notice of said failure, or if Tenant shall suffer to be filed against Tenant an involuntary petition in bankruptcy or shall be adjudged a voluntary or involuntary bankrupt or make an assignment for the

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benefit of creditors, or should there be appointed a receiver to take charge of the premises either in the state courts or in the Federal courts, then, in any of such events, Landlord may, at Landlord's option, declare the lease in default, and in such event, Landlord shall have all remedies of law available to Landlord based upon such default, including court costs and attorney's fees, including appellate attorney's fees and court costs.

Section 3. In the event suit is brought under this lease by Tenant for any reason, Tenant agrees to pay Landlord's attorney's fees and court costs, including any appellate attorney's fees and court costs, unless Tenant ultimately prevails in said suit, then the Prevailing Party shall be entitled to be reimbursed for reasonable attorney fees and costs.

ARTICLE 18. In the event Tenant remains in possession of the premises after the expiration of this lease and without the execution of a new lease, Tenant shall be deemed a Tenant for month to month, subject to all the conditions of this lease except that the monthly rental shall be twice the monthly rent set forth in Article 2.

ARTICLE 19. The failure of Landlord in one or more instances to insist upon strict performances or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option reserved to Landlord, shall not be construed as a waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy. The receipt by Landlord of rent or any other payment required to be made by Tenant, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition, hereof, operate as or be deemed a waiver by Landlord of any of the provisions hereof, or of any of Landlord's rights, remedies, privileges or options hereunder.

ARTICLE 20. Tenant agrees that at Landlord's option, this lease shall be subordinate to any mortgage or ground lease that now or may hereafter be placed upon the premises and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements, assignments, and extensions thereof. Tenant agrees, upon request, to execute any paper or papers which Landlord may deem necessary to accomplish that end and, in default of Tenant's so doing, Landlord is hereby empowered to execute such paper or papers in the name of Tenant and as the act and deed to Tenant, and this authority is declared to be coupled with an interest and not revocable.

ARTICLE 21. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at the last known post office address of Tenant or at the premises and delivered by hand or sent by certified mail with postage prepaid. Any notice to Landlord shall be in writing addressed to the last known post office address of Landlord and sent by certified mail with postage prepaid. Notice need be sent to but one Tenant where Tenant is more than one person.

ARTICLE 22. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants in the area, or for any loss or damage resulting to Tenant or his property from burst or leaking water, sprinkler or sewer pipes or from roof leaks. Tenant waives any right of subrogation against Landlord.

ARTICLE 23. Tenant shall look solely to Landlord's interest in the premises and in the Landlord's

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personal property used in connection with the premises for the satisfaction of any judgement or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgement or decree.

ARTICLE 24. Other than the repairs which shall be the obligation of Landlord as required pursuant to Article 6, Section 1 hereof, Tenant shall, at its own cost and expense, take good care of and replace or make necessary repairs, structural and otherwise, to the interior of the premises, and fixtures and equipment therein, including the exterior and interior windows, doors, locks and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions, lighting fixtures, air conditioning equipment, and plumbing and sewage facilities. All parts of the premises shall be painted or otherwise decorated by Tenant periodically as reasonably determined by Landlord. Tenant agrees to keep and maintain in good condition the electrical equipment in the premises. Tenant agrees to accept premises in its current "As Is" condition.

ARTICLE 25. It is agreed that by occupancy of the premises by the Tenant, Tenant formally accepts the same and acknowledges that Landlord has complied with all requirements imposed on it under the terms of this lease. This lease sets forth all the promises, agreements, conditions and understandings between the Landlord and Tenant relative to the premises, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

ARTICLE 26. In the event Tenant shall comply with the terms of this Lease, Tenant may exercise an option prior to six (6) months before the expiration of the terms of this Lease to allow Tenant to extend the Lease for one( 1) additional five (5) year term; provided, however, that the Base Rent for said additional five (5) year term shall be subject to negotiation between the parties. In the event the parties cannot agree on the new Base Rent prior to April 30, 2009, then the option described herein shall become null and void and the Lease shall expire on September 30, 2009.

ARTICLE 27. If applicable, Tenant agrees that, prior to the commencement of this Lease, Tenant shall submit to Landlord an interior layout and fixture sketch which must be approved by Landlord in writing prior to the installation of fixtures by Tenant in the premises. Any work performed by Tenant or Tenant's subcontractors in the premises shall be performed strictly under the control and supervision of Landlord and/or Landlord's general contractor. Tenant shall not make any changes to the storefront without Landlord's consent which shall not be unreasonably withheld.

ARTICLE 28. Tenant warrants and represents that, to Tenant's knowledge, there is no Real Estate Broker involved in this Lease and that the Tenant has had no dealings with any Real Estate Broker or salesperson in the negotiation of this Lease.

ARTICLE 29. Upon written notice from Landlord advising Tenant to the effect that Landlord intends to renovate, repair or in any way modify or alter the front or facade of the building in which the premises are located, Tenant agrees that it will promptly remove its store sign during the course of such renovations, repairs or modifications or alterations.

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ARTICLE 30. Tenant agrees that it will instruct all its employees to park in the area designated by Landlord as employee's parking area and that Tenant will not permit its employees to park in any area other than that designated by Landlord as employee's parking area.

ARTICLE 31. Tenant agrees at any time within ten (10) days of Landlord's written request, to execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same are in full force and effect as modified and stating the modifications), and the dates to which the minimum rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the property.

ARTICLE 32. Tenant has simultaneously, with the execution of this lease, paid to the Landlord the sum of \$12,000.00 which constitutes the last month's rent and the equivalent of one month's rent as security deposit for the faithful performance by Tenant of Tenant's covenants hereunder. In the event that the Tenant breaches any of the terms, covenants and conditions of this lease, then Landlord shall, at its option, use the security deposit, or any part thereof, to compensate Landlord for damages occasioned by Tenant's breach. In the event the Landlord's damages exceed the amount of the security deposit, then Tenant agrees to pay to Landlord the difference between Landlord's damages and the security deposit as well as restoring the original security deposit within ten (10) days after notification by Landlord of such amount due. Landlord may commingle the security deposit with its other funds and no interest shall be paid on the security deposit. Landlord agrees that, in the event this lease is in good standing at the expiration of the term hereof, it will deliver the security deposit to Tenant within thirty (30) days from receiving possession of the premises from Tenant. Any sale of the premises shall relieve the Landlord of responsibility for return of the security deposit, and Tenant shall look solely to the purchaser of the premises for the return thereof. Tenant agrees that it shall not look to Landlord's mortgage or its assignees for the return of any security deposit.

ARTICLE 33. This lease shall not be deemed valid and in effect until such time as any deposit paid by Tenant to Landlord in connection herewith has been cleared by Tenant's bank.

ARTICLE 34. Tenant may occupy the premises effective October 1, 2004, provided all conditions set forth herein are met including but not limited to payment of the last month's rent and the security deposit and acquisition of insurance.

ARTICLE 35. Section 1. Landlord hereby agrees to allow Tenant forty-six (46) days free of rent for Tenant to make alterations, additions and improvements. On or before November 15, 2004, Tenant shall pay \$3,000.00 rent plus \$180.00 sales tax for a total of \$3,180.00 plus the property taxes, etc. (the amount to be advised by Landlord) for the fifteen (15) day period from November 15 through November 30, 2004, even though all alterations, additions and improvements may not be completed. However, if all work is completed and Tenant is open for business prior to November 15, 2004, then Tenant shall pay rent plus sales tax on a prorated basis for the period between the opening day (if after November 1, 2004) and November 15, 2004.

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Section 2. Landlord hereby acknowledges receipt of \$6,360.00 previously paid as a good faith deposit which is to be applied to the rent due on December 1, 2004. Tenant shall pay the property taxes, etc., due for December on or before December 1, 2004, the amount to be advised by Landlord.

Section 3. Tenant shall pay sales tax, CPI increase, and property taxes, etc., due on the last month's rent on or before September 1, 2009.

ARTICLE 36. Landlord hereby grants to tenant the right of first refusal to purchase if the property is ever offered for sale to any party other than any family member of Landlord.

WITNESSES:

[Signature]  
Signature of Witness

MARK L. KRALL  
Printed name of Witness

[Signature]  
Signature of Witness

Lawrence Rodriguez  
Printed name of Witness

LANDLORD:

Carl Wells

Suzanne Wells

TENANT: AVALON GALLERY, INC.

[Signature]  
Signature of Witness

MARK L. KRALL  
Printed name of Witness

[Signature]  
Signature of Witness

Lawrence Rodriguez  
Printed name of Witness

By: [Signature]

[Signature]  
Personally

[Signature]  
Personally

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ADDENDUM TO AND EXTENSION OF LEASE

This Addendum entered into this 24 day of September, 2019 between CARL WELLS and/or SUZANNE WELLS (Landlord) and AVALON GALLERY, INC. and/or JOHN TERRY (Personally) and/or MAVIS BENSON (Personally) (Tenant) specifies that the original lease for the property located at 425 East Atlantic Avenue, Delray Beach, Palm Beach County, Florida dated October 1, 2004 (copy attached hereto and incorporated herein) is hereby extended for a period of four (4) years and nine (9) months commencing on October 1, 2019 and shall run to and include June 30, 2024 and all Covenants shall remain in affect except for the following changes:

ARTICLE 1 is superseded by this addendum.

ARTICLE 2 Second paragraph, shall herby be replaced with the following: [REDACTED]  
[REDACTED] (\$ [REDACTED] per month, plus Sales Tax of \$ [REDACTED]  
and Real Estate and miscellaneous charges of \$ [REDACTED] per month totaling  
[REDACTED] due in advance each month without demand.

ARTICLE 5 Section 3, is hereby eliminated.

ARTICLE 26 shall remain the same except that the agreement date shall be December 30, 2023 and the expiration date shall be June 30, 2024

ARTICLE 33 hereby is eliminated

ARTICLE 34 hereby is eliminated

ARTICLE 35 Section 1 and 2 are hereby eliminated

ARTICLE 35 Section 3, is hereby amended to read as follows: If the lease is not renewed for a new term commencing July 1, 2024, then Tenant shall pay rent of \$ [REDACTED] (the difference between the original amount [which was paid in advance] and the current rent) plus sales taxes, property taxes, etc., totaling \$ [REDACTED] on or before June 1, 2024.

SECOND ADDENDUM TO AND EXTENSION OF LEASE

This Second Addendum to the Addendum dated September 24, 2014 is entered into this 22<sup>ND</sup> day of June, 2024, between CARL WELLS (Landlord) and AVALON GALLERY, INC. and/or JOHN TERRY (Personally) and/or MAVIS BENSON (Personally) (Tenant) confirms that the original lease for the property located at 425 E. Atlantic Avenue, Delray Beach, Palm Beach county, Florida dated on October 1, 2004 (which lease is incorporated herein by reference) is hereby extended, commencing on July 1, 2024 and shall thereafter run on a year to year basis.

LANDLORD:

*Carl Wells*

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Carl Wells

TENANT: AVALON GALLERY, INC.

By: *John M. Terry*  
President

*John M. Terry*

---

JOHN TERRY (Personally)

*Mavis Benson*

---

MAVIS BENSON (Personally)

# Property Information

Owner Name WELLS CARL V II &  
Parcel Control Number 12-43-46-16-C4-000-0070  
Total 2023 Certified Millage Rate 19.8998

## Ad Valorem Taxes

District Name	Taxable Value	Millage	Tax
<u>CHILDREN'S SERVICES COUNCIL</u>	\$869,595	.4908	\$426.80
<u>COUNTY DEBT</u>	\$869,595	.0188	\$16.35
<u>COUNTY OPERATING</u>	\$869,595	4.5000	\$3,913.18
<u>DELRAY BEACH DDA</u>	\$869,595	1.0000	\$869.60
<u>DELRAY BEACH DEBT</u>	\$869,595	.1371	\$119.22
<u>DELRAY BEACH OPERATING</u>	\$869,595	6.3611	\$5,531.58
<u>EVERGLADES CONSTRUCTION</u>	\$869,595	.0327	\$28.44
<u>FL INLAND NAVIGATION DISTRICT</u>	\$869,595	.0288	\$25.04
<u>HEALTH CARE DISTRICT</u>	\$869,595	.6761	\$587.93
<u>PBC SCHOOL DISTRICT BY LOCAL BOARD</u>	\$1,882,570	3.2480	\$6,114.59
<u>PBC SCHOOL DISTRICT BY STATE LAW</u>	\$1,882,570	3.2090	\$6,041.17
<u>SO. FLA. WATER MGMT. BASIN</u>	\$869,595	.1026	\$89.22
<u>SO. FLA. WATER MGMT. DIST.</u>	\$869,595	.0948	\$82.44

Total 2023 Certified Ad Valorem Taxes: \$23,845.56

## Non Ad Valorem Assessments

District Name	Tax
<u>CITY OF DELRAY BEACH</u>	\$56.31
<u>SOLID WASTE AUTHORITY OF PBC</u>	\$430.22

Total 2023 Certified Non Ad Valorem Assesments: \$486.53

## Total Taxes

Total 2023 Certified Taxes: \$24,332.09

Close

Wells ~ 455 N.E. 2<sup>nd</sup> St. Boca Raton  
FL 33432

To whom it May Concern:

This is to advise you that  
Mavis Benson and John Terry, d/b/a  
Avalon Gallery have been our tenants  
at 425 E. Atlantic Ave, Delray Beach for  
20 years and are continuing to be  
our tenants for the foreseeable future.

Very Truly Yours

5/15/24

Carl V. Wells II

Wells

455 N.E. 2<sup>nd</sup> St.

WEST PALM BCH FL 334

Boca Raton, FL 33432

15 MAY 2024 PM 3 L



Avalon Gallery

425 E. Atlantic Ave.

Delray Beach, FL 33483

30469-450625



Carl & Suzanne Wells  
482 N.E. 32<sup>ND</sup> St., Boca Raton, FL 33431

8/26/19

Dear John and Maris,

Per our conversations it's been agreed that you are going to renew our lease for a period of 4 years and 9 months dating from October 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2024 at a price of \$ [REDACTED] per square foot plus real estate and sales taxes.

As I mentioned to you the triple net charges will not cover the insurance fees so we'll pay them.

Therefore, your new monthly payment, commencing October 1<sup>st</sup> breaks down thusly: Rent \$ [REDACTED] (rounded off); triple net \$ [REDACTED]; and sales taxes \$ [REDACTED] for a total of \$ [REDACTED].

If you have any questions, please give me a call. I'll be getting together with our attorney to finalize a formal addendum to the original lease.

Sincerely,

Carl

When's the last time you saw a hand written letter?