

**AMENDMENT NO. 1 TO LEASE AGREEMENT WITH
FIRST PRESBYTERIAN CHURCH OF DELRAY BEACH**

THIS AMENDMENT NO. 1 to the Lease Agreement by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, (hereinafter referred to as, "Lessor" or "City") and FIRST PRESBYTERIAN CHURCH OF DELRAY BEACH (hereinafter referred to as, "Lessee" or "Church") is made this 5th day of May, 2011.

WITNESSETH:

WHEREAS, the parties entered into a Lease and Management Agreement for Premises known as the "Parking Lot" on May 23, 2006; and

WHEREAS, the Lease Agreement currently provides that the lease shall terminate in May, 2011; and

WHEREAS, the parties wish to extend the term of the Lease Agreement to May, 2016.

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

1. **Recitals.** The above recitals are incorporated as if fully set forth herein.
2. **Modifications.** Paragraphs 2, "Commencement and Term", 3, "Payment of Rent", and 5, "Improvement Alterations" of the Lease Agreement shall be amended to read as follows:

2. **Commencement; Term.** The term of this Lease shall commence June 1, 2006 and shall terminate the last day in May, 2011 2016, unless terminated as provided herein.

3. **Payment of Rent.** The **City** shall pay to the **Church** one thousand two ~~four~~ hundred and eighty-three dollars and eighty-seven cents (\$1,280) (~~\$1,483.87~~) per month. The **City** shall pay such amount at the first of each month or may, at its option, pay once a year, in advance, commencing upon the date of entering into this Lease and every year thereafter. The Lease rate shall increase by 3% per year on a compounded basis effective annually on each anniversary date of this Agreement. If the **City** has paid rent in advance and the Lease is terminated by either party, the **Church** shall repay to the **City** a prorata amount of the rent the **City** paid in advance representing months or parts of months, that the **City** did not use the property after the termination date. If the **City** fails to pay rent on the date due, the **Church** shall give the **City** notice of a failure to pay and the **City** shall pay within ten (10) days from the **City's** receipt of such notice.

5. **Improvements/Alterations.** The **City** shall not make any permanent improvements or alterations to the parking lot, except as expressly provided for in this paragraph or otherwise in this Lease, unless the **City** obtains the express written consent of the **Church**, in advance, to additional improvements. The **City** has installed up to 39 parking spaces reserving one space on the lot for the exclusive use of the Senior Pastor, at a location mutually agreed upon by the parties. ~~The **City** reconfigured the parking, restriped the parking lot, rearranged car stops, added car stops and added curbing and landscaping where needed. The **City** installed gates for the driveway openings~~

off Gleason Street. The City has installed parking meters. The City will delineate a crosswalk from the lot to the east side of Gleason Street with signage in accordance with the Florida Department of Transportation standards. The City or the Church shall not install permanent dumpsters on the lot unless both parties agree. However, the City may install temporary trash receptacles on the lot. If both parties agree to the placement of a permanent dumpster by the Church, the City may decrease its rental payments by \$30.00 the monthly cost per space fee derived by dividing the prevailing monthly fee by 38 per month for each space made unusable by the dumpster location. The gate that leads to Atlantic Plaza may remain as long as it always remains open for pedestrian access. There will be no vehicular access through the gate. The City installed appropriate landscaping. The City paid the total cost of these improvements. Neither the City nor the Church shall permanently block the opening referred to in Exhibit C without the express written consent of the other. The opening as shown in Exhibit C shall remain open, but the use of gates or other temporary barriers by the City is permitted.

3. Full Force and Effect. All other terms and conditions of the Lease Agreement not expressly modified by this Amendment No. 1 remain in full force and effect.

4. Effective Date of Amendment No. 1 to the Lease Agreement. This Amendment shall not be effective until it is approved by the City Commission and signed by both of the parties.

ATTEST:

Shirley D. Nolin
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Nelson S. McDuffie
Nelson S. McDuffie, Mayor

Approved as to Form:

James S. Fisher
City Attorney 5/10/11

Witnesses:

Christine D.B. Davis
Print Name: Christine D.B. Davis

Aaron Strippel
Print Name: Aaron Strippel

FIRST PRESBYTERIAN CHURCH OF
DELRAY BEACH

By: James S. Fisher
Print name: JAMES S FISHER
Title: CHAIRMAN, BOARD OF TRUSTEES

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5th day of May, 2011 by James Fisher (name of officer or agent, title of officer or agent) of First Presbyterian Church (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Nancy Jane Fine
Commission #DD677949
Expires: SEP. 21, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Nancy Jane Fine
Signature of Notary Public - State
of Florida