

LEASE AGREEMENT FOR THE CASON COTTAGE MUSEUM, 1926 HISTORICAL
BUNGALOW AND THE HUNT HOUSE

THIS LEASE AGREEMENT (hereinafter referred to as "**Lease**") is made and entered into as of the ___ day of _____, 2018, (the "**Effective Date**") by and between the City of Delray Beach, a Florida Municipal Corporation (hereinafter referred to as "**Lessor**", "**City**", or "**Landlord**") and the Delray Beach Historical Society, a Florida not-for-profit corporation, (hereinafter referred to as "**Tenant**", "**DBHS**", or "**Lessee**").

WITNESSETH:

WHEREAS, the Lessee is a Florida not-for-profit corporation which was organized for the purpose of collecting, preserving, cataloging, displaying, and using for educational purposes, material and data pertaining to the history of Florida and the City of Delray Beach, as now or hereafter constituted. It is the stated goal of Lessee to preserve and perpetuate historic spots and places and to promote public interest in, and further in every way interest in the historic past of Florida and Delray Beach; and,

WHEREAS, the Lessor and Lessee had previously entered into a Renewal of Lease Agreement for Cason Cottage Property, dated October 19, 2007, for the use of certain buildings known as the Cason Cottage, the 1926 Historic Bungalow, and Hunt House for a period of ten (10) years. The Renewal which was subsequently amended on September 17, 2008 to add public parking, and amended again on May 25, 2009 to permit leasing the premises to third party events, and amended again for a third time on November 2, 2010 to permit the tenant to continue to utilize the Cason Cottage property for a museum, office, educational facility, and archival storage facility. The Lessee remains in possession as a holdover tenant; and,

WHEREAS, Lessor and Lessee had previously entered into a ten (10) year lease for the property which expired upon February 5, 1999 and which provided for renewal of the lease upon the express written consent of the parties; and,

WHEREAS, the Hunt House is subject to a tri-party agreement between the City, DBHS, and Palm Beach County to keep the Archive Room open to the public. The agreement is known as the "Agreement between Palm Beach County, the City of Delray Beach, and the Delray Beach Historical Society, Inc. for funding of a Learning Center and Archival Storage facility" dated November 20, 2007 (the County Agreement); and,

WHEREAS, Lessee agrees to utilize the Cason Cottage Property for a museum, office, Educational Facility, and Archival Storage Facility; and,

NOW THEREFORE, based upon the mutual agreements, promises, and covenants contained herein, and for good and valuable consideration, Lessor and Lessee agree as follows:

ARTICLE I - DESCRIPTION OF PROPERTY; TERM

1.1. **Description of Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain buildings known as the Cason Cottage, the 1926 Historic Bungalow, and Hunt House, (collectively hereinafter the "**Building**") and land on which the Building is located and which is appurtenant thereto ("**Land**"), as shown and described on **Exhibit "A"**, which is attached hereto, and made a part of this Lease, which has a physical address of 3 NE 1st Street, Delray Beach, Florida. All of the Land and real property underlying or adjacent thereto, with all improvements thereon, including the Building, shall be referred to collectively as the "**Premises**" or the "Cason Cottage Property".

1.2. **Term.** Lessee shall have and hold the Premises for a term (hereinafter referred to as the "**Term**" or "**Initial Term**") commencing on October 1, 2018 ("**Commencement Date**") and expiring on, September 30, 2028, unless terminated sooner or extended as provided herein (the "**Expiration Date**"). For the purposes of this Lease, a "**Lease Year**" shall be defined as the fiscal year of the Lessee.

1.3. **Option to Renew.** Provided the Lessee is not in default of this Lease or any of the covenants or undertakings contained in this Lease, then and in such event, this Lease shall automatically renew for **two (2)** successive additional periods of **five (5)** years (each being an "**Option Term**") unless Lessee gives the Lessor written notice of Lessee's election not to renew which notice must be delivered to Lessor not less than ninety (90) days prior to the expiration of the then existing Term or Option Term. Such notice shall be sent to the Lessor either by registered or Certified Mail, Return Receipt Requested, and be properly addressed to the Lessor. Each Option Term shall be upon the same terms, covenants and conditions as provided in this Lease for the initial Term.

1.4. **Early Termination Without Cause.** Notwithstanding anything to the contrary contained in this Lease, either Lessor or Lessee may terminate this Lease, without cause and without prejudice to any other right or remedy, by sending the other party written notice of termination of this Lease (specifying the effective date of termination) not less than **one-hundred eighty (180)** days before the effective date of termination. Termination of the Lease shall not constitute a waiver or release of any rights or claims that had accrued thereunder prior to termination.

1.5. **Early Termination for Criminal Misconduct.** Lessee represents and warrants that neither the Lessee nor any current or former officer of lessee, within the last **three (3)** years of the Effective Date, has been convicted of a public entity crime, as defined in **Florida Statute Chapter 287**. In the event Lessee, or any current officer of Lessee, has been convicted of a public entity crime as defined in **Florida Statute Chapter 287** within the last **three (3)** years of the Effective Date, the Lessor may terminate this Lease immediately by giving written notice to the Lessee.

ARTICLE II - RENT

2.1. **Base Annual Rent; Late Charge; Sales Tax.** Lessee shall pay in advance to the Lessor, without prior demand, in lawful money of the United States, on the first day of each Lease year commencing on October 1, 2018, without any deduction or off-set whatsoever throughout the term of this, Base Annual Rent, plus applicable sales taxes. During the term of this Lease, Base Annual Rent is **One and No/100 Dollars (\$1.00)**, plus applicable sales taxes, if any. Such payment shall be made at the office of the Lessor as set forth in this Lease, or at such place Lessor may from time to time designate by written notice directed to Lessee at the Premises. Lessee shall pay the first year's rent at the time of execution of this Lease in order to guarantee the Lessee's faithful performance of its obligations as provided in this Lease.

2.2. **Security Deposit.** No security deposit is required.

2.3. **Taxes.**

a. **Ad-Valorem/Non Ad-Valorem Taxes.** Lessor and Lessee acknowledge that the Premises are presently exempt from the payment of Ad-Valorem real estate taxes and that the Lessor is responsible for the payment of any Non Ad-Valorem taxes and assessments. Lessor acknowledges and agrees that in the event of any change in the law or sale of the Premises which results in the Premises being subject to the payment of any Ad-Valorem, Non Ad-Valorem or other real estate taxes or assessments, that Lessor shall be responsible for the payment of any and all real property taxes as well as any special assessments imposed against the Premises. Lessee acknowledges and agrees that in the event, during the Lease Term, it is determined that the property loses its exemption from ad valorem taxation due solely to conduct by the Lessee and it is determined that taxes are due and owing resulting solely from such conduct of Lessee, it shall be the Lessee's responsibility to remit any tax payments to the Lessor or the applicable taxing authority. Lessor and Lessee acknowledge that Lessee is presently exempt from the payment of tangible personal property taxes levied or assessed upon all of Lessee's equipment, furniture, fixtures, and any other personal property located in the Premises. In the event of a change in law that results in the imposition of any personal tangible property tax on Lessee's equipment, furniture, fixtures and other personal property, then and in such event, Lessee shall pay, or cause to be paid, before delinquency, any and all taxes so levied or assessed which become payable during the Term hereof upon all of Lessee's equipment, furniture, fixtures, and any other personal property located in the Premises.

b. **Sales Tax.** To the extent applicable, Lessee shall at all times be responsible for the payment of any Florida Sales Tax arising out of or associated with this Lease, if any. Lessee shall provide to Lessor at the time of execution of the Lease, and at each renewal thereafter, a copy of its certificate of tax exemption.

2.4. **Payment Without Notice or Demand.** The Base Rent called for in this Lease shall be paid to Lessor without notice or demand, and without counterclaim offset, deduction, abatement, suspension, deferment, diminution or reduction. Lessee hereby waives all rights now or hereafter conferred to any offset, deduction, abatement, suspension, deferment, diminution or reduction of the Base Rent on account of any such circumstances or occurrence.

2.5. **Additional Rent.** All monetary obligations owed by Lessee to Lessor under this Lease shall be deemed Rent.

2.6. **Place of Payment.** All payments of rent, or any other charges imposed pursuant to this Lease shall be made and paid by Lessee to:

Delray Beach Treasurer
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

or at such other place as Lessor may, from time to time, designate in writing to Lessee. All payments shall be payable in current legal tender of the United States, as the same is then by law constituted.

2.7. **Late Payment Charge.** In the event any annual installment of Rent and/or other charges is not paid within **ten (10)** days of its due date, as set forth in this Lease, Lessee agrees to pay as a late charge an amount equal to **five percent (5%)** of the annual installment of Rent that is due and payable as compensation to Lessor for its additional administrative expenses in processing late payments.

ARTICLE III – GROSS LEASE

3.1 **Gross Lease.** Lessor acknowledges and agrees that this Lease shall be a “Gross Lease” to the Lessee except as otherwise provided herein. Lessor shall pay the charges, impositions, costs and expenses relating to environmental matters, fire and life safety codes, employee health and safety, with respect to the Buildings and the exterior portions of the Premises.

ARTICLE IV -USE OF PREMISES

4.1. **Permitted Uses.** The Lessee shall use the Premises only to operate a public not-for-profit, I.R.C. Section 501 (c)(3) tax exempt museum, educational facility, archival storage facility, and for all such uses and any incidental uses permitted by Lessor in connection therewith (collectively herein after referred to as the “Permitted Use”). Subject to the Permitted Use, it is understood and agreed that the Lessee may charge a reasonable admission fee to the public for exhibits, cultural events, and other presentations.

4.2. **No Discrimination.** With the exception of employee-only work areas, Lessee shall ensure that the Premises are accessible and open to the public (subject to reasonable admission fees) and that the Permitted Use appeals to and promotes the diverse demographics of the City's population. Lessee specifically covenants and agrees that Lessee shall not discriminate against or segregate any person or group of persons on account of race, sex, creed, color, national origin, genetic information, ancestry, religion, disability, marital status, familial status, age, sexual orientation, gender identity or expression in the occupancy, use, tenure or enjoyment of the Premises. Lessee shall endeavor to ensure that the Permitted Use provided by Lessee is

market appropriate and of the highest quality attainable. It is mutually agreed that a condition for the granting of this Lease is the active and continuous use of the Premises for the Permitted Use.

4.3. **No Unlawful Use.** Lessee shall not use or permit the use of the Premises or any part thereof for any unlawful purpose, or in violation of any ordinances, laws, rules or regulations of any governmental body now in force or which may hereafter be in force. Lessee shall comply with all recorded covenants which encumber the Premises, and all rules and regulations relating to fire and life safety systems. Lessee shall not do or permit any act which would constitute a public or private nuisance or waste or cause damage to Lessor, or which would invalidate any policies of insurance or increase the premiums thereof, now or hereafter written on the Building and/or Premises. Lessee shall comply with all state, county and city ethics laws and regulations in the use of the Premises.

ARTICLE V - OPERATING COMMITMENTS

5.1. **Operating Commitments.** Lessee acknowledges that the Lessor desires to lease the Premises to Lessee in substantial reliance on the level of programming and services that Lessee has previously provided under the Prior Lease, and as further set forth in Exhibit "B" ("**Operating Commitments**").

5.2. **Diversity.** Lessee commits to provide diverse, high-quality, enriching historical and educational experiences for all residents of the City. Lessee is further committed to assuring that the experience Lessee provides and the manner in which Lessee conducts its business are reflective of the diversity of the residents of the City.

5.3. **Historical Resource Center.** It is mutually agreed that a condition for the granting of this Lease is the active and continuous use of the Premises as a historical resource center by Lessee (except for failure of use caused by reason of wars, strikes, riots, civil commotion, acts of public enemies and acts of God) for the purpose herein described, in that said use provides a needed public service and provides additional employment and other benefits to the general economy of the area.

ARTICLE VI - REPORTING COMMITMENTS

6.1. **Operating Commitments.** Lessee acknowledges that the amount of Annual Base Rent is nominal and Lessor has agreed to lease the Premises to Lessee in consideration of Lessee's Operating Commitments. To ensure that Lessee complies with its Operating Commitments, Lessee has the following reporting and document production obligations (hereinafter "**Reporting Commitments**"):

a. Not more than **One hundred and eighty (180)** days after the end of each fiscal year of Lessee during the term of this Lease, Lessee shall submit to the Lessor the Lessee's recent compiled financial statements with the accountant's compilation report, Lessee's annual income tax returns (IRS Form 990, 990-T or then current equivalent), and an activities

recap report for the year which shall confirm Lessee has operated and is operating the Premises in compliance with the Operating Commitments.

b. Lessee shall submit annual reports to the City in a form reasonably acceptable to the City, within **ninety (90)** days after Lessee's fiscal year-end which reports shall include the following: (a) a description of the principal activities, programs and services offered and provided by Lessor during the preceding fiscal year; (b) the number of persons who participated in activities and programs held by Lessor during the preceding fiscal year; and (c) a written statement signed by Lessor which sets forth its status on meeting the Operating Commitments, and which of such Operating Commitments were not met, all with appropriate explanation.

ARTICLE VII – SITE USE RESTRICTIONS

Intentionally omitted

ARTICLE VIII – LESSOR'S USE OF THE PREMISES

8.1. **Lessors Use of Premises.** The Lessor shall have the right, upon reasonable prior written notice to Lessee, to schedule meetings or events in the Premises as space is available at no rental charge to the Lessor. The Lessor will assume set up and clean up responsibilities for said events or meetings.

8.2. **Emergency Use.** Lessee agrees that in the event of any catastrophe, including but not limited to natural disasters such as hurricanes and other weather-related events, the Lessor shall have the right to take immediate occupancy of the Premises and to utilize the Premises as a City shelter during and subsequent to any such emergency. Lessor shall occupy the Premises for only such time as is reasonably necessary. Lessor shall be responsible for any damage caused to the Premises reasonably resulting from any such emergency.

ARTICLE IX PARKING

Lessee shall have the exclusive right to park motor vehicles on that portion of the Premises which is designated for parking at the time of execution of this Lease. All parking spaces shall comply with the City's Land Development Regulations. Notwithstanding the Lessee's rights to parking, Lessor also has the right to utilize the parking spaces on the Premises. In the event that an additional portion of the Premises is designated for parking, this Lease shall be amended to set forth the parties' rights to any new parking spaces that are created. Lessor shall not be responsible for enforcing Lessee's parking rights against any third parties.

ARTICLE X - ACCEPTANCE OF THE PREMISES

10.1. **Acceptance of Property.** Lessee acknowledges that Lessor has not made any representations or warranties with respect to the condition of the Premises and neither Lessor nor

any assignee of the Lessee shall be responsible for any latent defects therein. Lessor is presently in possession of the Premises and accepts the condition of the Premises "AS-IS" subject to Lessor's continuing obligations contained in this Lease for the maintenance, repair, and replacement of portions of the Premises, including compliance for the Premises under 42 U.S.C. §12101, commonly known as the Americans with Disabilities Act of 1990. Lessor acknowledges and agrees that portions of the Premises currently do not comply with all regulations and laws relating to the use of the Property and that the Lessee shall have no responsibility to bring the Premises into compliance.

ARTICLE XI -LEASE OBLIGATIONS

11.1. **Lessee's Obligations.** With respect to the interior of the Buildings, Lessee shall be solely responsible for and shall promptly pay as its expense all charges for electricity, telephone, cable, television, communication equipment, water, sewer, gas, janitorial service, cleaning, refuse removal, pest control, painting, window cleaning, and all other utility consumption charges. Lessor, in its sole and absolute discretion, may elect to monitor, manage, and /or assume these costs and charges described in this section without the approval of the lessee. The Lessee shall pay all costs and expenses for the installation of any improvements made to the interior of the Buildings, any additional utilities, other improvements, or upgrades to the improvements provided by the Lessee, as well as costs and expenses associated with the extension of any and all lines necessary to provide such additional utilities, improvements, upgrades, and services to the interior of the buildings, and all connection fees, assessments and charges related thereto.

11.2. **Failure to Maintain by Lessee.** In the event Lessee does not keep and maintain the interior of the buildings in accordance with Section 11.1 to Lessor's reasonable satisfaction or make repairs or commence repairs within **fifteen (15)** days after written notice from Lessor, Lessor may, in addition to any other remedies it may have under law or this Lease, enter upon the Premises to maintain the interior of the Buildings and/or make the said repairs, as the case may be, and charge the cost thereof to Lessee as Additional Rent.

11.3. **Lessor's Obligations.** Lessor is responsible for the maintenance, repair, and replacement of the portions of the Premises which the Lessee is not obligated to maintain and repair, including without limitation, the interior non-structural portions the Building (including without limitation, its walls, floors, and ceiling), the electrical and plumbing systems, lighting, security, fire safety, the exterior doors and exterior windows of the Building, all perimeter parts of the Buildings, the structural, non-structural, functional and systemic aspects of the Buildings, including the roof, foundation, load-bearing walls, the ordinary and scheduled maintenance and repair of the HVAC equipment, general exterior Building maintenance, treatment and structural repair related to and/or caused by wood destroying organisms, walkways, elevators, sidewalks, landscaping, irrigation, water lines, sanitary sewer lines, stormwater lines, exterior lighting, signage, water features, public restrooms, security cameras, parking areas, downspouts, gutters, sprinkler system, regular mowing of any grass, trimming, weed removal and general landscape maintenance, including driveways and alleys, including, but not limited to, cleaning, repaving, restriping and resealing. However, Lessee agrees that Lessor shall not be responsible for any claims for damage to person or property that results from any improvements constructed or

installed by the Lessee on the Buildings or Premises, or for the maintenance, repair, or replacement of same. Lessee shall immediately give Lessor written notice of any defects, repairs or maintenance for which Lessor is responsible under any of the provisions of this Lease. Upon receipt of such notice, Lessor shall act in good faith to make all repairs that it deems necessary to keep the Premises in good condition of repair within a reasonable time.

11.4. **Floor Loads; Noise and Vibration.** Lessee shall not place any load upon any floor of the Premises which exceeds the load per square foot, which such floor was designed to carry or which is allowed by law. Business machines and mechanical equipment belonging to Lessee which cause noise, electrical interference or vibration that may be transmitted to the structure of the Building or to the Premises to such a degree as to be reasonably objectionable to Lessor shall, upon prior written notice from Lessor to Lessee, at Lessee's expense, be placed and maintained by Lessee in settings of cork, rubber, or spring-type vibration eliminators sufficient to eliminate such noise, electrical interference or vibration.

11.5. **No Damage.** Lessee shall not damage, destroy, deface, or injure any portion of the Premises and shall be responsible for any damages sustained through the acts or omissions of Lessee or any of its agents, employees, guests, and invitees

11.6. **Historical District.** Lessor and Lessee acknowledge that the Buildings are contributing structures in a City-designated historic district known as "Old School Square Historic District". The Lessor's and Lessee's obligation to maintain and repair their respective portions of the Building includes the obligation to comply with the applicable treatment and preservation standards and guidelines of maintaining and repairing a property listed in the City's Code of Ordinances and the Land Development Regulations, as they are amended from time to time.

11.7. **Other Agreements.** It is understood and agreed that all of the terms and conditions of the Historic Façade Architectural Control and Redevelopment Easement Agreement, dated September 23, 2003, and recorded in Book 16027, page 1597 of the Official Record Book of Palm Beach County, and all amendments thereto, are incorporated by reference as **Exhibit "C"**.

ARTICLE XII - LESSOR'S AND LESSEE'S PROPERTY

12.1. **Lessor's Property.** Unless listed in **Exhibit "D"**, which is attached hereto and incorporated herein by reference and subject to **Section 12.2** herein, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of, or during the Term of this Lease, whether or not by or at the expense of Lessee, shall be and remain a part of the Premises and shall be deemed the property of Lessor, and shall not be removed by Lessee except as set forth herein. The fixtures and equipment listed in **Exhibit "D"** shall be considered Lessee's Property, and shall be removed at the termination or expiration of the Lease.

12.2. **Lessee's Property.** In addition to those items listed on **Exhibit "D"**, all business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the

Premises by or for the account of Lessee without expense to Lessor and which can be removed without damage to any fixture or Lessor Improvement nor structural damage to the Building, and all furniture, furnishings and other articles of moveable personal property owned by Lessee and located in the Premises (hereinafter collectively referred to as "**Lessee's Property**") shall be and shall remain the property of Lessee, and may be removed by Lessee at any time during the Term of this Lease so long as Lessee's obligations are current and no default exists under this Lease. In the event Lessee's Property is so removed, Lessee shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from the installation and/or removal thereof and restore the Premises to the same physical condition and layout as they existed at the time Lessee was given possession of the Premises, with the obligation of Lessee to ensure that the Premises meet the standards of a contributing structure in a historically designated district as set forth in the City's Land Development Regulations.

12.3. **Removal of Lessee's Property.** At or before the Expiration Date of this Lease, or within **fifteen (15)** days after the Expiration Date if this Lease is terminated prior to the end of the Term, Lessee, at its expense, shall remove from the Premises all of Lessee's Property (except such items thereof as Lessor shall have expressly permitted to remain, which property shall become the property of Lessor), and Lessee shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Lessee's Property, and shall restore the Premises to the same physical condition and layout as they existed at the time Lessee was given possession of the Premises, reasonable wear and tear excepted. In connection with its obligations set forth herein, Lessee specifically acknowledges that it shall be solely responsible prior to the Expiration Date of the Lease or within **fifteen (15)** days after the Expiration Date if this Lease is terminated prior to the end of the Term for the removal of all of its computer and telecommunication related equipment, including but not limited to, all wiring and cabling installed in connection therewith, unless Lessor, in its sole discretion, consents in writing to Lessee leaving such equipment, wiring or cabling at the Premises. Lessee agrees that any cabling or wiring installed by Lessee during the Lease Term shall be subject to Lessor's prior consent, which consent shall not be unreasonably withheld, and shall comply, at Lessee's sole cost and expense, with all of the requirements of the National Electric Code ("**NEC**") and applicable national, state and local rules, regulations, laws and fire and safety codes. Any other items of Lessee's Property which shall remain in the Premises after the Expiration Date of this Lease, or the earlier termination thereof, may, at the option of Lessor, be deemed to have been abandoned, and in such case, such items may be retained by, or otherwise disposed of by Lessor. Lessor may request Lessee to remove and pay to Lessor the cost of repairing any damage to the Premises or the Building resulting from any installation and/or removal of Lessee's Property and the cost of restoring the Premises to the same physical condition and layout as they existed at the time Lessee was given possession of the Premises, reasonable wear and tear excepted.

ARTICLE XIII - DESTRUCTION OF PREMISES

13.1. **Partial Destruction.** In the event of a partial destruction of the Premises, from any cause, the Lessor may, but is not obligated to, repair the same, provided such repairs can be made within **one hundred twenty (120)** days under the laws and regulations of state, county, federal or municipal authorities. If such repairs cannot be made in **one hundred twenty (120)**

days, the Lessor shall, at its option make same within a reasonable time, this Lease continuing in full force. In the event that the Lessor does not desire to make such repairs at its option which cannot be made in **one hundred twenty (120)** days or such repairs cannot be made under such laws and regulations, this Lease may be terminated at the option of either the Lessee or the Lessor.

13.2. **Total Destruction.** In the event that the Building is destroyed to the extent of not less than **forty (40%)** of the replacement cost thereof, the Lessor may elect to terminate this Lease, whether the Premises are affected or not. A total destruction of the Building shall terminate this Lease.

13.3. **Abatement of Rent.** During any period of restoration, the Lease shall continue in full force and effect. Rent may be abated during the period in which the Premises (or portion thereof on a prorated basis) are rendered untenable as a result of such damage, unless said damage was caused by the negligence or intentional wrongful act of Lessee or its officers, employees, agents or invitees. The Lessee and Lessor may enter into an amendment to this Lease to provide for the abatement of rent in the event the Premises shall become untenable during the Term of the Lease.

ARTICLE XIV - ALTERATIONS AND MECHANIC'S LIENS

14.1. **Alterations by Lessee.** No alterations to the Premises shall be made by Lessee unless the following conditions are met:

a. Lessee shall provide a sealed set of plans prepared by an architect to Lessor and Lessee shall have received the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. Issuance of a building permit by the City will constitute consent of the Lessor.

b. Lessee shall have procured all permits, licenses and other authorizations required for the lawful and proper undertaking thereof.

c. All alterations when completed shall be of such a nature as not to (i) reduce or otherwise adversely affect the value of the Premises; (ii) diminish the general utility or change the general character thereof; or (iii) adversely affect the mechanical, electrical, plumbing, security or other such systems of the Building or the Premises.

d. All alterations made by Lessee shall remain on and be surrendered with the Premises upon expiration or the earlier termination of this Lease.

14.2. **Mechanic's, Construction, Materialman's and Laborer's Liens.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all mechanic's, materialman's,

construction, or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Building or Property. The interest of Lessor in the Premises shall not be subject to liens for improvements made by or for Lessee, whether or not the same shall be made or done in accordance with any agreement between Lessor and Lessee. This Lease specifically prohibits the subjecting of Lessor's interest in the Premises to any mechanic's, materialman's, construction, or laborer's liens for improvements made by Lessee or for which Lessee is responsible for payment under the terms of this Lease. Lessee shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Lessor in the Premises and all mechanics, materialmen, contractors, artisans, and other parties contracting with Lessee or its representatives or agents are hereby charged with notice that they must look to Lessee to secure payment of any bill for work done or material furnished or for any other purpose during the term of the Lease. In addition to the foregoing, the Lessee shall notify any of its contractors making any improvements to the Premises of the terms of this provision, and Lessee acknowledges that its knowing and willful failure to provide said notice to the contractor(s) shall render the contract between the Lessee and the contractor(s) voidable at the option of the Lessor. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building or the site on which it is located on account of or arising out of any improvement or work done by Lessee, or any person claiming by, through or under Lessee, for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to use its best efforts to have such notice of claim of lien canceled and discharged of record as a claim against the interest of Lessor in the Premises or the Building (either by payment or bond as permitted by law) within thirty (30) days after notice to Lessee by Lessor. If so requested by Lessor, Lessee shall execute a short form or memo of this Lease, which may at Lessor's discretion be recorded in the Public Records of Palm Beach County, Florida for purposes of protecting Lessor's estate from any claims of lien, as provided in Section 713, Florida Statutes.

ARTICLE XV - ASSIGNMENT AND SUBLETTING

15.1. **No Assignment by Lessee.** This Lease and any portion of the Premises shall be non-assignable by Lessee, in whole or in part. Notwithstanding the foregoing, Lessee shall have the right to license all or a portion of the premises pursuant to the Lessee's Permitted Uses and Operating Commitments.

15.2. **Lessor's Right of Assignment.** Lessor shall have the right to sell, assign, or otherwise encumber or dispose of Lessor's interest in the Building and/or the Premises and this Lease. In the event of any such disposition, Lessor shall have no further liability or obligation to Lessee under this Lease, except as specifically provided for in this Lease.

15.3. **Lessee's Right of First Offer.** In the event that the Lessor exercises its right to sell the Premises, Lessee shall have the right to make the first offer to purchase the Premises so long as the Lessee is not in default of any terms of this lease. Lessor shall give Lessee reasonable notice of its intention to sell the Premises, including the terms of sale. Lessor shall have ninety (90) days after receiving notice of Lessor's intention to sell the Premises to exercise its Right of First Offer, after which time, this the option will terminate. During this option term, Lessor

agrees not to consider or accept any offers for other parties so long as Lessee's offer is comparable with a recent appraisal of the Premises.

ARTICLE XVI - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

16.1. **Lessor Obligations.** Lessor shall be responsible, at its sole cost and expense for any code compliance for Premises under 42 U.S.C. §12101, commonly known as the Americans with Disabilities Act of 1990 and shall not be passed through to Lessor in any form during the Term of the Lease or any extensions thereof.

16.2. **Obligations of Lessee.** Lessee shall give prompt notice to Lessor of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof. Lessee shall during the Term of this Lease comply with all laws, ordinances, regulations, orders and requirements of any governmental authority which may be applicable to Lessee's Permitted Use of the Premise. Lessee's obligation shall include compliance with the Florida Clean Indoor Air Act which provides in part that a person may not smoke in an enclosed indoor workplace. In the event Lessee receives any notice alleging violation of any of the aforementioned laws, ordinances, regulations, orders, rules or requirements relating to any portion of the Premises, the Building or of the Property; or any notice of regulatory action or investigation instituted in connection therewith, Lessee shall provide written notice to Lessor thereof within **ten (10)** days after receipt of same by Lessee.

ARTICLE XVII - RIGHT OF LESSOR TO PERFORM LESSEE' S COVENANTS

17.1. **Payment or Performance.** Lessor shall have the right, upon **ten (10)** days prior written notice to Lessee (or without notice in the case of emergency or in order to avoid any fine, penalty or cost which may otherwise be imposed or incurred) to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall imply any obligation on the part of Lessor to make any payment or perform any act required of Lessee, and the exercise of the right to do so shall not constitute a release of any obligation, waiver of any default or obligation of Lessor to make any similar payment or perform any similar act in the future.

17.2. **Reimbursement.** All payments made, and all costs and expenses incurred in connection with Lessor's exercise of the right set forth in **Section 17.1** above, shall be reimbursed by Lessee within **ten (10)** days after receipt of a bill setting forth the amounts so expended. Any such payments, costs and expenses made or incurred by Lessor shall be treated as Additional Rent owed by Lessee.

ARTICLE XVIII - INDEMNIFICATION, SOVEREIGN IMMUNITY, AND INSURANCE

18.1. **State Agency.** The Lessor is a state agency as defined in **Section 768.28, Florida Statutes.** Nothing herein is intended to serve as a waiver of sovereign immunity by any party to

which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement.

18.2. **Indemnification by Lessee.** Lessee shall defend, indemnify and hold the Lessor, its respective officials, officers, agents and employees, harmless from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons arising out of or connected with, directly or indirectly, Lessee's use of the Premises whether or not the incident giving rise to the injury, loss or damage occurs within or without the Premises, excluding the negligence, willful, wanton or intentional misconduct of the Lessor, and its officials, officers, agents and employees. Lessee further agrees to defend, indemnify and save harmless the Lessor from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the Lessor on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the Lessor for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation arising solely out of Lessee's use of the Premises. The indemnification provided herein shall obligate the Lessee to defend at its own expense or to provide for such defense, at the Lessor's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Lessor arising from the Lessee's use of the Premises. This indemnification includes all costs and fees including reasonable attorney's fees, paralegal expenses, and costs at both the trial and appellate levels. The indemnity obligation of the Lessee shall survive expiration or termination of this Agreement.

18.3 **Lessor's Insurance.**

a. **Self-Insurance.** Lessee acknowledges that the Lessor is a Florida Municipal Corporation and is self-insured and that so long as the Premises are owned by Lessor, the Lessor shall have no obligation to obtain separate insurance.

b. **City No Longer Lessor.** In the event that the City is no longer the Lessor, Lessor shall at all times during the term of this Lease carry and maintain the following types of insurance in the amounts specified and in the form hereinafter provided for:

- (i) **Commercial General Liability and Property Damage.** Lessor shall maintain insurance against public liability, including that from personal injury or property damage in or about the Building resulting from the occupation, use or operation of the Building in amounts of not less than **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)** in respect of bodily injury or death to any one (1) person of not less than **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)** in respect of bodily injury or death to more than one (1) person in one (1) accident, and of not less than **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)** in respect of property damage. Lessor shall also keep and maintain such insurance which Lessor deems necessary and/or which Lessor's lender, if any, requires to be kept in force, which insurance may include general

liability, workers' compensation, rental interruption insurance and other insurance or self-insurance programs.

(ii) **Lessor's Real and Personal Property.** Lessor shall maintain insurance covering the Lessor's Building, excluding Lessee's property required to be insured by Lessee pursuant to **Section 18.3** hereof, in an amount not less than **One Hundred Percent (100%)** of full replacement cost (exclusive of excavations, foundations and footings), from time to time during the term of this Lease, providing protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against vandalism and malicious mischief, and such other risks as Lessor may from time to time determine.

c. **Blanket Policies.** Any Insurance provided for in **Section 18.3** may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insures, provided that the requirements of **Section 18.3** are otherwise satisfied.

d. **No Lessee Rights.** Lessee shall have no rights in any policy or policies maintained by Lessor and shall not be entitled to be a named insured thereunder.

18.4. **Lessee Insurance.**

a. Lessee will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) **Workers' Compensation Insurance:** Lessee shall during the Term of this Lease provide and maintain in accordance with statutory requirements of the State of Florida workers compensation insurance or employee's liability insurance to protect against on-the-job injury or illness which may not fall within the provisions of the Florida State's Workers' Compensation Law. The limits shall be no less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and an occupational disease limit of **Five Hundred Thousand Dollars (\$500,000)** per employee/**Five Hundred Thousand Dollars (\$500,000)** aggregate.

(ii) **Commercial General Liability and Property Damage.** Lessee shall maintain a Commercial General Liability policy applying to the use and occupancy of the Premises and any areas adjacent thereto, and the Permitted Use operated by Lessee, or by any other occupant of the Premises with limits of liability not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000)** general aggregate for Bodily Injury and Property Damage. Such policy shall specifically name the Lessor as an additional insured. Lessee's Commercial General Liability policy shall not provide for a deductible in excess of **Two Thousand Dollars (\$2,000)** without the prior written approval of the Lessor.

(iii) **Property Insurance**. Lessee shall maintain a personal property insurance policy on all personal property, furniture and fixtures of Lessee.

b. All policies of insurance provided for in this **Section 18.4** shall be issued in form acceptable to Lessor by insurance companies reasonably acceptable to Lessor with general policyholder's rating of not less than XI and a financial rating of AAA as rated in the most current available Best's Insurance Reports, and qualified to do business in Florida. Each and every such policy:

- (i) shall be issued in the name of Lessee and with regard to Commercial General Liability policy, shall be endorsed to name as additional insureds Lessor and any other parties in interest from time to time designated in writing by notice from Lessor to Lessee; and with regard to the Property Damage policy, shall name Lessor and any other parties in interest from time to time designated in writing by notice from Lessor to Lessee, as an additional loss payee;
- (ii) shall be for the mutual and joint benefit and protection of Lessor and Lessee and any such other parties in interest;
- (iii) shall (for a certificate thereof shall) be delivered to Lessor and any such other parties in interest within **ten (10)** days before delivery of possession of the Premises to Lessor and thereafter within **thirty (30)** days prior to the expiration of each policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and like extent;
- (iv) shall contain a provision that the insurer will give to Lessor and such other parties in interest at least **thirty (30)** days' notice in writing in advance of any cancellation, termination or lapse, of insurance;
- (v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Lessor may carry; and
- (vi) shall contain a provision that Lessor and any such other parties in interest, shall be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee.

c. Lessee agrees to permit Lessor at all reasonable times to inspect the policies of insurance of Lessor with respect to the Premises for which policies or copies thereof are not delivered to Lessor.

d. Notwithstanding any laws to the contrary, the City is an additional insured but only to the extent of monetary limits as set forth by Florida Statute 768.28 and the Florida

Constitution. Nothing contained herein shall be deemed a waiver of the Lessor's Sovereign Immunity.

18.5. **Lessee's Contractor's Insurance.** Lessee shall require any contractor of Lessee performing work on the Premises to carry and maintain, at no expense to Lessor: (a) comprehensive general commercial liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage to afford protection, with limits for each occurrence of not less than **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** with respect to personal injury or death, and **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** with respect to property damage; and (b) Workers' compensation or similar insurance in form and amounts required by law. Alternatively, Lessee may procure for the benefit of Lessee and Lessor (and covering the work of Lessee's contractor) such policies of insurance which would include the protections contained herein, including but not limited to such "builder's risks" or "all risks" insurance policies. Lessee shall provide a certificate of insurance from contractor's insurer to the Lessor prior to the commencement of any work in the Premises.

18.6. **Waiver of Subrogation.** In the event that the City ceases to be the Lessor in such case Lessor and Lessee waive, unless said waiver should invalidate any such insurance, their right to recover damages against each other for any reason whatsoever to the extent the damaged party recovers indemnity from its insurance carrier. Any insurance policy procured by either Lessee or Lessor which does not name the other as an additional named insured shall, if obtainable, contain an express waiver of any right or subrogation by the insurance company, including but not limited to, Lessee's worker's compensation carrier, against Lessor or Lessee or Lessor, whichever the case may be. All general liability and property damage policies shall contain an endorsement that Lessor, although named as an insured, shall nevertheless be entitled to recover for damages caused by the negligence of Lessee.

18.7 **Payment Bond.** Lessee shall require its contractor to furnish and provide to Lessee and/or Lessor a Material and Labor Payment Bond for the construction of the Lessee Improvements ("**Payment Bond**") as required by **Section 255.05, Florida Statutes.** The Payment Bond must be issued by an insurance company or surety company reasonably acceptable to the Lessor and comply with **Sections 255.05 and 713.23, Florida Statutes.** The amount of the Payment Bond shall be the amount of the construction contract to complete the improvements. The Payment Bond shall remain in effect until the improvements are completed and all contract obligations of the contractor have been satisfied.

ARTICLE XIX - DEFAULT; LESSOR REMEDIES

19.1. **Events of Default.** Lessee shall be in default of this Lease if any one or more of the following events shall occur:

a. Lessee shall fail to pay any installment of the Rent or any other monetary obligation of Lessee called for hereunder as and when the same shall become due and payable; or

b. Lessee shall default in the performance of or compliance with any of the other terms or provisions of this Lease, including without limitation, the Operating Commitments and the Reporting Commitments, and such default shall continue for a period of **thirty (30)** days after the giving of written notice thereof from Lessor to Lessee, or, in the case of any such default which cannot, with bona fide due diligence, be cured within said **thirty (30)** days, Lessee shall fail to proceed within said **thirty (30)** day period to cure such default and thereafter to prosecute the curing of same with all due diligence (it being intended that as to a default not susceptible of being cured with due diligence within such period of **thirty (30)** days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide due diligence); or

c. Lessee shall, other than as part of a program or event which is a Permitted Use, assign, transfer, or encumber this Lease or sublet the Premises in contravention of the Permitted Uses or in violation of the Permitted Uses; or

d. Lessee shall file a voluntary petition in bankruptcy or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, readjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee of all or any substantial part of Lessee's properties; or

e. If, within **ninety (90)** days after the filing of an involuntary petition to bankruptcy against Lessee or the commencement of any proceeding against Lessee seeking any arrangement, reorganization, composition, readjustment or similar relief under any law, such proceeding shall not have been dismissed, or if, within **ninety (90)** days after the appointment, without the consent or acquiescence of Lessee, or any substantial part of its properties, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within **ninety (90)** days after the expiration of any such stay, such appointment shall not have been vacated; or

f. Lessee shall vacate or abandon the Premises, then, and in such event, or during the continuation thereof (subject to the time period described in **Subsection 19.1.b**, Lessor may, at its option, by written notice to Lessee, designate a date not less than **fifteen (15)** days from the giving of such notice on which this Lease shall end, and thereupon, on such date, this Lease and all rights of Lessee hereunder shall terminate. Such termination by Lessor shall not affect the remedies of Lessor provided in this Lease; or

g. The failure by Lessee to maintain its legal existence as a Federal tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code or its equivalent;

19.2. **Surrender of Premises**. Upon any termination of this Lease, Lessee shall surrender the Premises to Lessor, and Lessor, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable to any prosecution or damages therefore, and no person claiming through or under Lessee or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises.

19.3. **Re-letting.** At any time or from time to time after any such termination of this Lease, Lessor may re-let the Premises or any part thereof, in the name of Lessor or otherwise, for such term or terms and on such conditions as Lessor, in its sole discretion, may determine, and may collect and receive the rents therefore. Lessor shall not be responsible or liable for any failure to re-let the Premises or any part thereof or for any failure to collect any rent due upon such re-letting.

19.4. **Survival of Obligations.** No termination, pursuant to this **Article 19** shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination.

19.5. **Holdover.** Should Lessee hold over and remain in possession of the Premises at the expiration of any Term hereby created, Lessee shall, by virtue of this Section, become a Lessee-at-sufferance and shall pay Lessor twice the Rent per month of the last monthly installment of Rent above provided to be paid. Said tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a tenancy-at-sufferance instead of a tenancy as provided herein, and Lessee shall give to Lessor at least **thirty (30)** days prior written notice of any intention to remove from the Premises, and shall be entitled to **fifteen (15)** days prior notice of any intention of Lessor to remove Lessee from the Premises in the event Lessor desires possession of the Premises; provided, however, that said tenant-at-sufferance shall not be entitled to **fifteen (15)** days' notice in the event the said Rent is not paid in advance without demand, the said **fifteen (15)** days written notice being hereby expressly waived.

19.6. **Force Majeure.** The obligations of Lessee hereunder shall not be affected, impaired or excused, nor shall Lessor have any liability whatsoever to Lessee, because; (a) Lessor is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls or shortages of fuel, supplies, labor or materials, acts of God or any other cause, whether similar or dissimilar, beyond Lessor's reasonable control; or (b) of any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises by reason of any requirement, act or omission of the public utility or others serving the Building with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond Lessor's reasonable control. Lessee shall not hold Lessor liable for injury or damage to person or property caused by fire, theft, or resulting from the operation of elevators, heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain or dampness, which may leak or flow from any part of the Building or Property, or from the pipes, appliances or plumbing work of the same.

19.7. **Additional Remedies.** Upon the occurrence of any event of default, Lessor shall be entitled to all remedies available to it under Florida law, including, but not limited to, the filing of suit for the recovery of all monetary damages sustained by Lessor as a result thereof. The remedies herein provided are not exclusive and the Lessor shall have any and all other remedies provided herein or by law or in equity.

ARTICLE XX - EMINENT DOMAIN

20.1. **Taking**. If the whole of the Building or the Premises or if more than **Fifty Percent (50%)** of the Building which materially affects Lessee's use and occupancy of the Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall terminate as of the date of vesting of title on such taking and the Rent shall be prorated and adjusted as of such date.

20.2. **Award**. In the event that the City ceases to be the Lessor, in such case the subsequent Lessor shall be entitled to receive the entire award or payment in connection with any taking without deduction therefrom except to the extent that the Lessee shall be entitled to compensation based upon the damages sustained to its property.

20.3. **Temporary Taking**. If the temporary use or occupancy of all or any part of the Premises shall be taken by condemnation or in any other manner for public or quasi-public use or purpose during the term of this Lease and at the time of such temporary taking the City is not then the Lessor, Lessee shall be entitled, except as hereinafter set forth to receive that portion of the award or payment for such taking which represents compensation for the use and occupancy of the Premises, for the taking of Lessee's Property and for moving expenses, and Lessor shall be entitled to receive that portion which represents compensation for the use and occupancy for a period beyond the date to which the Rent has been paid shall be received, held and applied by Lessor as a trust fund for payment of the Rent becoming due hereunder.

20.4. **Partial Taking**. In the event of any taking of less than the whole of the Buildings situated which does not result in termination of this Lease, or in the event of a taking for a temporary use or occupancy of all or any part of the Premises which does not result in a termination of this Lease, Lessor, at its expense, and whether any award shall be sufficient for the purpose, shall proceed with reasonable diligence to repair to the remaining part(s) of the Building and the Premises to substantially their former condition to the extent that the same be feasible (subject to reasonable changes which Lessor shall reasonably deem desirable) and so as to constitute complete and tenantable Building and Premises.

20.5. **Lessee's Right to Architectural Salvage**. In the event of a partial or total taking of the Premises by Condemnation proceedings or in any other manner for any public or quasi-public use or purpose which results in demolition of the Buildings, Lessee shall have the right to salvage architectural elements of the Buildings, including but not limited to specified classes of building materials, architectural details, ornaments, and fixtures, at no cost to the City. Lessee shall not assign or otherwise sell the salvage rights granted under this section. Lessee shall exercise its salvage rights within seven days after a demolition permit has been issued.

In the event of a partial taking, Lessee shall have the right to salvage only architectural and ornamental materials of the Building or the portion of the Building that has been disposed of as a result of the partial taking. Lessor shall not remove any structural

components of the building or any components whose removal would compromise the security of the building envelope, including, but not limited to first floor windows and all siding and exterior doors.

ARTICLE XXI - QUIET ENJOYMENT

21.1. **Quiet Enjoyment.** Lessor agrees that Lessee, upon paying all Rent and all other charges herein provided for and observing and keeping the covenants, agreements, terms and conditions of this Lease and the rules and regulations of Lessor affecting the Premises on its part to be performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term hereof, expressly subject to the terms, limitations and conditions contained in this Lease.

ARTICLE XXII - LESSOR'S RIGHT OF ACCESS

22.1. **Access for Maintenance and Repair.** Except for the space within the inside surfaces of all walls, hung ceilings, floors, windows and doors bounding the Premises, all of the Building including, without limitation, exterior walls, core interior walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities of the Building, and the use thereof, as well as access thereto throughout the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Lessor. Lessor reserves the right, and Lessee shall permit Lessor, upon providing reasonable notice, to install, erect, use and maintain pipes, ducts and conduits in and through the Premises. Lessor shall be allowed to take all materials into and upon the Premises that may be required in connection therewith, without any liability to Lessee and without any reduction of Lessee's covenants and obligations hereunder. Lessor and its agents shall have the right to enter upon the Premises for the purpose of making any repairs therein or thereto or, upon reasonable notice to Lessee for any other purpose, which shall be considered necessary or desirable by Lessor, in such a manner as not to unreasonably interfere with Lessee in the conduct of Lessee's business on the Premises; and in addition, Lessor and its agents shall have the right to enter the Premises, as Lessor deems reasonably necessary or desirable, at any time in cases of emergency to all or any part of the Building.

22.2. **Access for Inspection and Showing.** Upon reasonable notice to Lessee and during normal business hours, Lessor and its agents shall have the right to enter and/or pass through the Premises at any time to inspect or examine the Premises and to show them to actual or prospective purchasers or mortgagees of the Premises. During the period of six (6) months prior to the Expiration Date of this Lease, upon reasonable notice to Lessee, Lessor and its agents may exhibit the Premises to prospective Lessees.

22.3. **Lessor's Alterations and Improvements.** If, at any time, any windows of the Premises are temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable, the same shall be without liability to Lessor and without any reduction or diminution of Lessee's obligations under this Lease. Upon providing prior notice to the Lessee, Lessor reserves the right to make such

changes, alterations, additions and improvements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, escalators and stairways thereof, and other public portions of the Building and the Property, as Lessor shall deem necessary or desirable, and no such alterations or changes shall be deemed a breach of Lessor's covenant of quiet enjoyment or a constructive eviction.

ARTICLE XXIII - SIGNS AND OBSTRUCTION

23.1. **Signs.** Lessee shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises or the Building, any sign, awning, canopy or advertising matter of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises except as consented to by Lessor in its sole discretion. In the event the Lessor is granted approval of a Master Sign Program, the terms of the Program shall prevail. Said Building signage shall be subject to Lessor's reasonable approval and is subject to all appropriate governmental approvals. At Lessee's sole expense, Lessee agrees to maintain any such signage approved by Lessor in good condition and repair at all times and to remove the same at its sole cost and expense at the end of the Term of this Lease. Upon removal thereof, Lessee agrees to repair any damage to the Premises caused by such installation and/or removal at Lessee's sole expense.

23.2. **Obstruction.** Lessee shall not permanently obstruct, block, or impede the public sidewalks, parking lots, rights of way, or other public appurtenant areas to the Premises in any manner whatsoever.

23.3. **Naming Rights.** Lessee may enter into a naming rights agreement for the Premises, subject to Lessor's reasonable consent. The terms of any such agreement may not exceed the term of this Lease.

ARTICLE XXIV - NOTICES

24.1. **Notices.** Except as otherwise provided in this Lease, any notice or other information required or authorized by this Lease to be given by either Party to the other may be given by hand with receipt; or by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service, to the other Party at the address stated below. Such address may be changed by either respective Party at any time by giving prior written notice as herein provided. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services or prepaid overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the Notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the address to which Notices may be delivered, and delivery to such address shall constitute binding notice give to such party:

AS TO LESSOR:
City Manager, City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

WITH A COPY TO:
City Attorney, City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, Florida 33444

AS TO LESSEE:

Delray Beach Historical Society
c/o Winnie Edwards
5 N.E. First Street
Delray Beach, FL 33444

WITH A COPY TO:
W. Howard Ellingsworth
c/o 96 N.E. 4th Avenue
Delray Bach, FL 33483

ARTICLE XXV - RECORDS

25.1. **Records.** Lessee, at all times during the term of this Lease, will keep proper books of record and account in which full, true and correct entries will be made of its transactions with respect to the operation of the Premises in accordance with generally accepted accounting practices, consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Premises. Lessor will have the right from time to time during normal business hours and upon reasonable notice to Lessee to examine all such books, records and accounts at Lessee's office or at the office of such other person as maintains them, and to make such copies or extracts as Lessor may reasonably be required in order for Lessor to comply with any agreement, ordinance, law or regulation regarding the use of the Premises and operation of the Premises, which shall at Lessor's sole costs and expense. Lessee will furnish to Lessor, at Lessee's expense, all evidence which Lessor may from time to time reasonably request as to the accuracy and validity of or compliance with all Lessee's obligations under this Lease. Any inspection or audit of the books and records of Lessee or the procuring of documents verifying financial and other information, by or on behalf of Lessor, shall be for Lessor's verification of Lessee's operation of the Premises, and shall not constitute any assumption of responsibility or liability by Lessor to Lessee or anyone else with regard to the condition, maintenance or operation of the Premises, nor relieve Lessee of any of Lessee's obligations.

25.2. **Funding Agreement.** If at any time during the term of this Lease, Lessee is a party to a funding agreement, or grant, or it is the recipient of a conditional gift (collectively a "**Funding Agreement**"), Lessee shall timely comply with all of the terms and conditions of the Funding Agreement.

ARTICLE XXVI - MISCELLANEOUS

26.1. **Environmental Indemnity.** Lessee agrees to indemnify and hold Lessor harmless from and against any and all loss, claim, liability, damages, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any Hazardous Substances at the Premises, solely through the acts of Lessee, its officers, employees, contractors, agents or invitees, whether foreseeable or unforeseeable, regardless of the source of such release and when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Substances; all costs of determining whether the Premises is in compliance and to cause the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property or natural resources, and Lessor's reasonable attorneys' and consultants' fees and costs, whether or not litigation is instituted. For the purposes of definition, "**Hazardous Substances**" includes, without limitation, any toxic or hazardous wastes, pollutants (or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9061 et. seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act 49 Section 1802 et. seq.). Nothing in this section is intended to alter or waive the Lessee's entitlement to statutory or common law sovereign immunity, or to extend Lessor's liability beyond the limits established in Section 768.28, Florida Statutes, as amended. The Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, the Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply notwithstanding any other provision of this Lease. The Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

26.2. **Mold Exclusion.** Lessee hereby acknowledges that Lessor has advised Lessee that it is possible for mold/mildew/fungi/microbe-related forms to grow and affect the Premises and the property therein. Lessee agrees that Lessor shall not have any liability or responsibility whatsoever for any damage, loss, claim, or court expense arising out of or resulting from mold/mildew/fungi/microbe-related forms in the Premises to Lessee. Accordingly, Lessee hereby releases Lessor, and their agents, employees, successors and assigns, from and against any and all claims arising out of or relating to mold/mildew/fungi/microbe-related forms or any similar situation with respect to the Premises. In the event it is discovered that mold is present at the Premises then Lessor, at its sole cost and expense, shall promptly cause the mold condition to be remediated at Lessor's sole expense.

26.3. **Asbestos**. Lessor shall comply with all regulations enacted by the Occupational Safety and Health Administration ("**OSHA**"), as set forth in Sections 1910.1001 and 1926.1101 of Title 29 of the Code of Federal Regulations (the "**OSHA Regulations**"). In the event that Lessee performs any alterations to the Premises, Lessee shall be solely responsible for compliance with the OSHA Regulations and any containment or encapsulation of asbestos-containing materials ("**ACM**") and materials designated by OSHA as presumed asbestos-containing materials ("**PACM**") located in the Premises, or resulting remediation made necessary as a result of Lessee's work. In addition, the following materials, if located in properties constructed prior to 1981, must, in accordance with the OSHA Regulations, be treated as PACM; any thermal system insulation and surfacing material that is sprayed on, troweled on, or applied in some other manner, as well as any resilient flooring material installed in 1980 or earlier. Upon written request by Lessee, Lessor shall provide Lessee with copies of any information pertaining to ACM or PACM in Lessor's files.

26.4. **Radon Gas**. Pursuant to Florida Statutes, Section 404.056(6), the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

26.5. **Estoppel Certificates**. Each party agrees, at any time and from time to time as requested by the other party, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which the Rent and other charges have been paid, stating whether or not the other party is in default in performance of any of its obligations under this Lease, to the best of the certifying parties' knowledge, and, if so, specifying each such default, and stating whether or not any event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default, and, if so, specifying each such event. Lessor also shall include in any such statements such other information concerning this Lease as Lessor may reasonably request.

26.6. **No Recordation**. This Lease shall not be recorded in the Public Records of Palm Beach County.

26.7. **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of Florida, and in the event litigation arises between the parties in connection with any of the terms of this Lease, exclusive venue shall lie in the Circuit Court in Palm Beach County, Florida. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease shall remain in full force and effect. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Lessee's part to be performed shall be deemed and construed as a separate and independent covenant of Lessee, not dependent on any other provision of this

Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender, as the context may require.

26.8. **No Partnership or Joint Venture.** Nothing contained in this Lease will be deemed or construed to create a partnership or joint venture between Lessor and Lessee, or to create any other relationship between the parties other than that of Lessor and Lessee.

26.9. **Capacity to Execute Lease.** Lessee represents that it is legally constituted, in good standing and authorized to conduct business in the State of Florida. Lessee further represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Lessor, and that upon such execution and delivery, the Lease shall be valid and binding upon Lessee in accordance with its respective terms and conditions. Each of the persons executing this Lease on behalf of Lessee represents and warrants that it is a duly organized and existing 501(c)(3) corporation. Lessor represents that the person who is executing this Lease on its behalf has the full power and authority to perform such execution and deliver the Lease to Lessee, and that upon such execution and delivery, the Lease shall be valid and binding upon Lessor in accordance with its respective terms and conditions.

26.10. **Exculpation of Lessor.** In the event that the City is no longer the Lessor, then, and only in such event, Lessor's obligations and liability to Lessee with respect to this Lease shall be limited solely to Lessor's interest in the Premises and neither Lessor, nor any officer, agent, or representative of Lessor, shall have any personal liability whatsoever with respect to this Lease.

26.11. **Waiver of Trial by Jury.** **IT IS MUTUALLY AGREED BY AND BETWEEN LESSOR AND LESSEE THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

26.12. **Entire Agreement.** This Lease constitutes the entire understanding between the parties and shall bind the parties, their successors and assigns. No representations, except as herein expressly set forth, have been made by either party to the other, and this Lease cannot be amended or modified except by a writing signed by Lessor and Lessee.

26.13. **Sale of Premises by Lessor.** The parties agree that Lessor has the right to sell the Premises, subject to this Lease, at any time during the Lease Term. Lessee shall have the right of first offer as described in Section 15.3.

26.14. **Governmental Functions.**

a. The parties agree that this Lease shall not constitute a waiver of any portion of the City of Delray Beach's Code of Ordinances, Land Development Regulations, or any other applicable law, code, or regulation, and that the Lessee shall comply with all applicable statutes,

codes, regulations, and ordinances that apply to the Lessee's performance of its obligations pursuant to this Lease.

b. To the extent approval or permission must be obtained from the City of Delray Beach, such approval or permission shall be granted or denied in accordance with applicable governmental regulations, rules, laws, and ordinances, and no person shall have any vested rights.

c. The Lessor has not waived its sovereign immunity and the limits of tort liability set forth in F. S. §768.28(5), as may be amended from time to time. Moreover, the Lessor desires to enter into this Lease only if in so doing the Lessor can place a limit on the Lessor's liability for any cause of action for money damages due to an alleged breach by the Lessor of this Lease, so that its liability for any such breach never exceeds the sum of \$10,000. Lessee hereby expresses its willingness to enter into this Lease with a \$10,000 limitation on recovery for any damage action for breach of contract. Accordingly Lessee hereby agrees that the Lessor shall not be liable to Lessee for damages in an amount in excess of \$10,000 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon the Lessor by this Lease. The foregoing provisions shall not preclude an action by Lessee for specific performance. Nothing contained in this subparagraph or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon the Lessor's liability as set forth in Florida Statutes, Section 768.28; and

d. Any action by Lessor shall be without prejudice to, and shall not constitute a limit or impairment or waiver of, or otherwise affect the Lessor's right to exercise its discretion in connection with its governmental or quasi-governmental functions.

26.15. **No Brokers.** Lessor and Lessee each represents and warrants to the other that such party has not authorized or employed, or acted by implication to authorize or to employ, any real estate broker or salesman to act for such party in connection with this Lease. Each party shall indemnify, defend and hold the other harmless from and against any and all claims by any real estate broker or salesman for a commission, finder's fee or other compensation as a result of the inaccuracy of such party's representation above.

26.16. **No Rights of Third Parties.** Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

26.17. **No Waiver.** The waiver by the Lessor of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the Lessor to insist upon the performance by Lessee in strict accordance with such terms. The subsequent acceptance of Rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any agreement, condition or provision of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of preceding breach at the time of acceptance of Rent.

26.18. **Counterpart Execution.** This Lease may be executed in counterparts, each of which shall be a fully executed original and all of which together shall constitute one and the same instrument. A facsimile or electronic mail copy of this Lease with signatures thereon will be considered for all purposes an original hereof. Each party agrees to promptly deliver an execution original to this Lease with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronic signature and shall likewise accept the electronic signature of the other party.

26.19. **Inspector General.** Lessee is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Lease, and may demand and obtain records and testimony from Lessee. Lessee understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Lessee to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Lease.

26.20. **Time is of the Essence.** Time is of the essence with respect to the payment of all Rent and Additional Rent and with respect to the performance of every provision of this Lease

26.21. **Prior Lease.** The Renewal of Lease Agreement dated October 19, 2007 of the Premises entered into between the Lessor and Lessee, as amended, is hereby terminated as of the Commencement Date of this Lease.

26.23. **Public Records Statutory Disclosure.** Lessee shall comply with public records laws as applicable to this Lease and to Lessee's obligations hereunder. IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL: publicrecordsrequest@mydelraybeach.com.

26.24. **Chapter 119, Fla. Stat. Compliance.**

1 IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Lessee shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessee does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Lessee or keep and maintain public records required by the City to perform the service. If Lessee transfers all public records to the City upon completion of the Agreement, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the Agreement, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If Lessee does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

[Remainder of this page is blank]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
City Clerk

By: _____
Mark Lauzier, City Manager

APPROVED AS TO LEGAL FORM:

By: _____
R. Max Lohman, City Attorney

Two Witnesses to Lessor's Execution:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

DELRAY BEACH HISTORICAL SOCIETY, a
Florida not-for-profit corporation.

By: [Signature]
Print name: W. Howard Ellingsworth
Title: President

Two Witnesses to Lessee's Execution:

Rosemarie Vincent
Witness Signature

Rosemarie Vincent
Print Name of Witness

[Signature]
Witness Signature

Laurian m McKenzie
Print Name of Witness

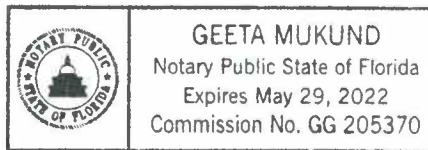
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of June, 2018 by W. Howard Ellingsworth, _____ a Florida corporation, on behalf of the corporation. He/She is personally known to me/or has produced _____ (as identification) and did take an oath and who has authority to bind the corporation.

[Signature]
Signature of Notary Public

My commission expires:



LIST OF EXHIBITS

EXHIBIT "A"
Legal Description of the Premises

Legal Description:

TOWN OF DELRAY S 26.5 FT OF LT 5 & LTS 6 to
8 INC BLK 67 (OLD SCHOOLSQUARE HIST DIST)

EXHIBIT A

EXHIBIT "B"

Operating Commitments

1. DBHS shall manage and operate the historical resources located at 3 NE 1st Street, Delray Beach, Florida, including, but not limited to Cason Cottage Historic House Museum, The 1926 Florida Bungalow, and the Ethel Sterling Williams History Learning Center & Archives in a manner that furthers to goals of the City with respect to historic preservation.

2. DBHS shall keep and maintain the Ethel Sterling Williams History Learning Center & Archive Building open to the public on a regular, year-round basis in accordance with the Tri-Party Agreement between the CITY, DBHS, and Palm Beach County, attached as Exhibit "C" of this Agreement.

3. DBHS shall archive acceptable materials in accordance with the DBHS Acquisitions Policy and store said archives using professional and industry standard preservation and conservation materials to ensure sustainability.

4. DBHS shall provide an archivist responsible for fulfilling research requests and receiving donated items for the purpose of expanding the archival collection of the DBHS.

5. DBHS shall produce a minimum of two major exhibits per year, each accompanied by an educational component such as lectures, workshops or auxiliary events.

6. DBHS shall provide tours and educational programming to visitors and students, especially targeting those in community groups or underserved populations who would not otherwise be able to participate in the programs. DBHS shall aim for 3,500 visitors per year.

EXHIBIT "C"



10/15/2003 16:24:05 20030630890
OR BK 16027 PG 1597
Palm Beach County, Florida

Return to:

Robert W. Federspiel, Esq.
Spinner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

This is a

**HISTORIC FACADE ARCHITECTURAL
CONTROL AND REDEVELOPMENT EASEMENT**

THIS HISTORIC FACADE ARCHITECTURAL CONTROL AND REDEVELOPMENT EASEMENT made this 30th day of September, 2003, by and between the CITY OF DELRAY BEACH, ("Grantor") and the COMMUNITY REDEVELOPMENT AGENCY OF DELRAY BEACH, an entity created pursuant to Chapter 163 of the Florida Statutes, ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is organized as a redevelopment agency under the laws of the State of Florida and is empowered to facilitate redevelopment of designated areas within the City of Delray Beach, Florida; and

WHEREAS, the Grantee is authorized to preserve significant properties within its redevelopment area and to facilitate the redevelopment of properties which have deteriorated and are a part of the slum and blight within such area and after redevelopment to preserve such improvements in order to maintain the integrity of the redevelopment project; and

WHEREAS, the Grantor is owner in fee simple of certain real property in the City of Delray Beach, Palm Beach County, Florida, (hereinafter "the Premises,") described in Exhibit "A" hereto said Premises including structure(s) (hereinafter the "Building") and is more particularly described below; and

WHEREAS, the Grantee is willing to provide Fifty Thousand Dollars (\$50,000.00) to the Grantor's Lessee, the Delray Beach Historical Society, for the renovation of the Building; and

WHEREAS, the Grantor and Grantee recognize the value and significance of preserving and controlling the architectural appearance and facade of the exterior of the Building and the appearance of the Premises as they relate to the overall integrity of the redevelopment of the area within which the Premises are located and have the common purpose of conserving and preserving the value and integrity of the redevelopment efforts expended. Said Premises including One structure commonly known as the 1925 Historic Bungalow also known as the Lavender Shutter Building (hereinafter "the Building"), and is more particularly described below:

The South 32 feet of Lot 5 and all of Lots 6, 7, and 8, Block 67, TOWN OF DELRAY, formerly Town of Linton, according to the Plat thereof recorded in Plat Book 1, Page 3, of the Public Records of Palm Beach County, Florida.

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Premises, and have the common purpose of conserving and preserving the aforesaid value and significance of the Building; and

WHEREAS, the grant of the Historic Facade Architectural Control and Redevelopment Easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Premises and its architectural, historical, and cultural features; and

WHEREAS, the grant of the easement by Grantor to Grantee on the Historic Facade Architectural Control and Redevelopment Easement to Grantee on the Premises will assist in preserving and maintaining the aforesaid value, integrity of the Premises, redevelopment effort and historic significance of the Premises; and

WHEREAS, as well as providing the assurances required by the Grantee that its redevelopment efforts will be preserved; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a Historic Facade Architectural Control and Redevelopment Easement on the Premises, pursuant to the Laws of the State of Florida.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration including the payment of Fifty Thousand Dollars (\$50,000.00) by the Grantee to the Grantor's Lessee, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a Historic Facade Architectural Control and Redevelopment Easement in gross in perpetuity (which easement is more particularly described below and is hereinafter "the Easement") in and to that certain real property and the exterior surfaces of the Building located thereon, owned by the Grantor, and more particularly described as:

The Easement, to be of the nature and character hereinafter further expressed shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of itself, its successors, and assigns, with Grantee, its successors, and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area, and which help maintain and assure the present and future historic integrity of the Building:

1. Description of Facade. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Premises (including the Building), and in order to document the external nature of the Building as of the date hereof, attached hereto as Exhibit "A" and incorporated herein by this reference are a set of photographs depicting the exterior surfaces of the Building and the surrounding property. It is stipulated by and between Grantor and Grantee that the external nature of the Building as shown in

Exhibit "B" is deemed to be the external nature of the Building as of the date hereof and as of the date this instrument is first recorded in the land records of Palm Beach County, State of Florida. The external nature of the Building as shown in Exhibit "B" is hereinafter referred to as the "Facade".

2. Grantor's Covenants. In furtherance of the easement herein granted, Grantor undertakes, of itself, to do (and to refrain from doing as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Premises:

(a) Grantor shall not demolish, remove or raze the Building or the Facade except as provided in Paragraphs 6 and 7.

(b) Without the prior express written permission of the Grantee, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(i) increase or decrease the height of the Facade or the Building;

(ii) adversely affect the structural soundness of the Facade;

(iii) make any changes in the Facade including the alteration, partial removal, construction, remodeling, or other physical or structural change including any change in color or surfacing, with respect to the appearance or construction of the Facade, with the exception of ordinary maintenance pursuant to Paragraph 2(c) below;

(iv) erect anything on the Premises or on the Facade which would prohibit them from being visible from street level, except for a temporary structure during any period of approved alteration or restoration;

(v) permit any significant reconstruction, repair, repainting, or refinishing of the Facade that alters their state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below;

(vi) erect, construct, or move anything on the Premises that would encroach on the open land area surrounding the Building and interfere with a view of the Facade or be incompatible with the historic or architectural character of the Building or the Facade.

(c) Grantor agrees that at all times to maintain the Building in a good and sound state of repair and to maintain the Facade and the structural soundness and safety of the Building and to undertake a maintenance program so as to prevent deterioration of the Facade which shall include but not be limited to repainting once within a ten year (10) period or as otherwise may be required to maintain the building in a reasonable condition.

Subject to the casualty provisions of Paragraphs 5 through 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to

have the external nature of the Building at all times appear to be and actually be the same as the Facade.

(d) No buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes not presently on the Premises shall be erected or placed on the Premises hereafter, except for temporary structures required for the maintenance or rehabilitation of the property, such as construction trailers.

(e) No signs, billboards, awnings, or advertisements shall be displayed or placed on the Premises or Building; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, erect such signs or awnings as are compatible with the preservation and conservation purposes of this easement and appropriate to identify the Premises and Building and any activities on the Premises or in the Building. Such approval from Grantee shall not be unreasonably withheld.

(f) No topographical changes, including but not limited to excavation, shall occur on the Premises; provided, however, that Grantor may, with prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the preservation and conservation purposes of this easement.

(g) There shall be no removal, destruction, or cutting down of trees, shrubs, or other vegetation on the Premises; provided, however, that Grantor may with prior written approval from and in the sole discretion of Grantee, undertake such landscaping of the Premises as is compatible with the preservation and conservation purposes of this easement and which may involve removal or alteration of present landscaping, including trees, shrubs, or other vegetation. In all events, Grantor shall maintain trees, shrubs, and lawn in good manner and appearance in conformity with good forestry practices.

(h) No dumping of ashes, trash, rubbish, or any other unsightly or offensive materials shall be permitted on the Premises.

(i) The Premises shall be used only for purposes consistent with the preservation and conservation purposes of this easement.

(j) The Premises shall not be subdivided and the Premises shall not be devised or conveyed except as a unit.

(k) No utility transmission lines, except those reasonably necessary for the existing Building, may be created on said land, subject to utility easements already recorded.

(l) To maintain at all times the subject property on the City of Delray Beach's local historic designation pursuant to the requirements of 4.5.1 Land Development

Regulations of the City of Delray Beach (1996).

3. Public View. Grantor agrees not to obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the Premises from adjacent publicly accessible areas such as public streets.

4. Standards for Review. In exercising any authority created by the Easement to inspect the Premises, the Building, or the Facade; to review any construction or alteration; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the "Standards") and/or state or local standards considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant areas, and whenever Grantee receives notice that the Standards have been amended, it shall notify Grantor of the amendment. In the sole judgment of the Grantee, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing within one (1) day of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within four (4) weeks of the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- (a) an assessment of the nature and the extent of the damage;
- (b) a determination of the feasibility of the restoration of the Facade and/or reconstruction of damaged or destroyed portions of the Premises; and
- (c) a report of such restoration/reconstruction work necessary to return the Premises to the condition existing at the date (hereof or of the completion of any required work as set forth in the Easement). If in the opinion of the Grantee, after reviewing such report, the purpose and intent of the Easement will be served by such restoration/reconstruction, the Grantor shall within eighteen (18) months after the date of

such change or destruction complete the restoration/construction of the premises in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. Grantee has the right to raise funds toward the costs of restoration of partially destroyed premises above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Facade, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined at Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Building impossible using all applicable insurance proceeds, as determined by Grantee by reference to bona fide cost estimates, then

(a) Grantee may elect to reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at its own expense (such expense of Grantee to constitute a lien on the premises until repaid in full); or

(b) Grantee may elect to choose any salvageable portion of the Facade and remove them from the premises, extinguish the easement pursuant to Paragraph 24, and this instrument shall thereupon lapse and be of no further force and effect, and Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Palm Beach County, Florida, and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Facade.

7. Review After Casualty Loss. If in the opinion of the Grantee, restoration/reconstruction would not serve the purpose and intent of the Easement, then the Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of the Grantee in the event the Grantor wishes to alter, demolish, remove, or raze the Building, and/or construct new improvements on the Premises.

8. Grantee's Covenants. The Grantee hereby warrants and covenants that:

(a) In the event the Grantee shall cease to exist, then all of its rights and obligations under the easement shall pass to and inure to the benefit of the City of Delray Beach, Florida.

(b) Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote the preservation of the redevelopment effort expended on the Premises and the surrounding properties, provided that any such conveyance, assignment, or transfer requires that the preservation and redevelopment purposes for which the easement was granted will continue to be carried out.

(c) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement.

9. Inspection. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Premises, including the Facade and the Building. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

10. Grantee's Remedies. Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

(a) Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent, injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises to the condition and appearance required under this instrument.

(b) Representatives of the Grantee may, following reasonable notice to Grantor, enter upon the Premises, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the cost thereof.

Grantee shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any such violations, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workman's compensation coverage.

(c) Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.

(d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

(e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

12. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

13. Runs with the Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the premises by reason of a bona fide transfer. Restrictions, stipulations, and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the premises or any part thereof, including, by way of example and not limitation, a lease of office space.

14. Recording. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Palm Beach County, Florida. This instrument is effective only upon recording in the Public Records of Palm Beach County, Florida.

15. Existing Liens. Grantor warrants to Grantee that no lien or encumbrance exists on the premises as of the date hereof. Grantor shall immediately cause to be satisfied or release any lien or claim of lien that may hereafter come to exist against the premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

16. Subordination of Mortgages and Leases. Grantor and Grantee agree that all mortgages and rights in the property of all Mortgages and Leases are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of the Historic Facade Architectural Control and Redevelopment Easement. The following provisions apply to all Mortgagees now existing or hereafter holding a mortgage on the Premises:

(a) If a mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Premises or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Premises, the Mortgagee shall

have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to the Easement.

(b) If a Mortgagee has received an assignment of the leases, rents, and profits of the Premises as security or additional security for a loan, then the Mortgagee shall have a prior claim to the leases, rents, and profits of the Premises and shall be entitled to receive same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Mortgage is subordinate to the Easement.

(c) Until a Mortgagee or purchaser at foreclosure obtains ownership of the Premises following foreclosure of its Mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under the Easement.

(d) Before exercising any right or remedy due to breach of the Easement except the right to enjoin a violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default.

(e) Nothing contained in the above paragraphs or in the Easement shall be construed to give any Mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

17. Indemnification. To the extent permitted by law, the Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agents, director, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this Historic Facade Architectural Control and Redevelopment Easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Premises, and the execution of work on the Premises. This provision shall not be deemed to effect a waiver of sovereign immunity.

18. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the premises. Grantee is hereby authorized, but in no event required or expected, to make or advance, upon three (3) days prior written notice to Grantor, in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, if made by Grantee, shall become a lien on the premises of the same priority as the item if not paid would have had and shall bear interest until paid by

Grantor at two (2) percentage points over the prime rate of interest from time to time charged by SunTrust Bank, South Florida, N.A.

19. Insurance. The Grantor shall keep the premises insured by an insurance company rated "A+" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of the Grantee, normally be carried on a property such as the Premises protected by a Historic Facade Architectural Control and Redevelopment Easement. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, the Grantor shall deliver to the Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. The Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall be a lien on the Premises until repaid by the Grantor.

20. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered; if to Grantor, then in care of the City Attorneys' Office at 200 N.W. First Avenue, Delray Beach, Florida 33444, and if to Grantee, then to 107 West Atlantic Avenue, Delray Beach, Florida 33444. Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Executive Director of the Grantee or by any duly authorized representative of the Grantee.

21. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained herein.

22. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the preservation and conservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the Facade resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraph 5 and 7, or condemnation or loss of title of all or a portion of the Premises, the Building, or the Facade. Such an extinguishment must comply with the following requirements:

- (a) The extinguishment must be the result of a final judicial proceeding;

(b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to the value of the Easement.

(c) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds of awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a Mortgagee under Paragraph 16.

23. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

(b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the premises by reason of a bona fide transfer for full value. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

(c) This instrument is executed in counterparts, each page of which (including exhibits) has been initialed by Grantor and Grantee for purposes of identification. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided above, each counterpart shall constitute the agreement of the parties. Immediately after execution hereof, one counterpart shall be held by each of Grantor, Grantee, and the preparer of this instrument, Robert W. Federspiel, Esq.

(d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises during the term of the Easement, nor shall they be transferred to any adjacent parcel.

(e) For purposes of furthering the preservation of the Premises and Building and of furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon recording among the land records of Palm Beach County, Florida.

(f) The terms and conditions of this easement shall be referenced in any transfer of the property by the Grantor, his heirs, successors, and assigns.

(g) The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

(h) This instrument is made pursuant to the laws of the State of Florida, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

(i) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

(j) This instrument reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

(k) Wherever the approval of the Grantee is required in this Agreement, such approval may be arbitrarily withheld.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Historic Facade Architectural Control and Redevelopment Easement to be executed, sealed, and delivered; and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Executive Director and attested by its Secretary.

GRANTOR:
CITY OF DELRAY BEACH

By: [Signature]
Jeffrey W. Perlman, Mayor

Attested By: [Signature]

Printed Name: DIANE COLONNA
Title: Director

Approved as to legal form and
sufficiency:

By: [Signature]
Printed Name: ROBERT W. FEARNSIDE
Title: ATTORNEY

GRANTEE:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Printed Name: JOHN WEAVER
Title: CHAIRMAN

Attested By: [Signature]
Printed Name: HUY T. SHUI
Title: URBAN DESIGNER

Approved as to legal form and
sufficiency:

By: [Signature]
Printed Name: ROBERT W. FEARNSIDE
Title: ATTORNEY

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SCHEDULE OF EXHIBITS

- A. Photographs of Protected Property (Baseline Documentation)
- B. External Facade of the Building

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EXHIBIT A



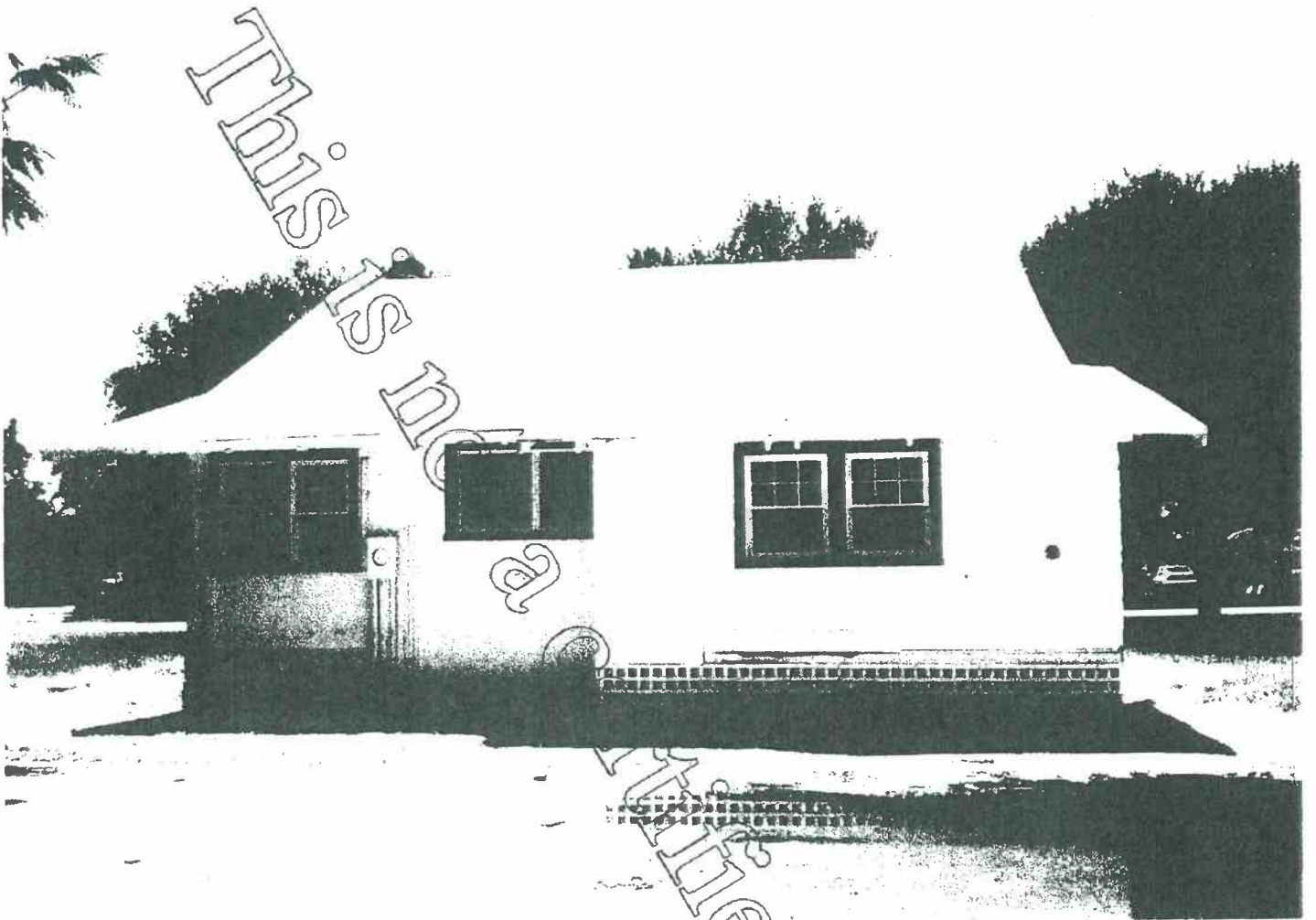
NORTH

1 of 4



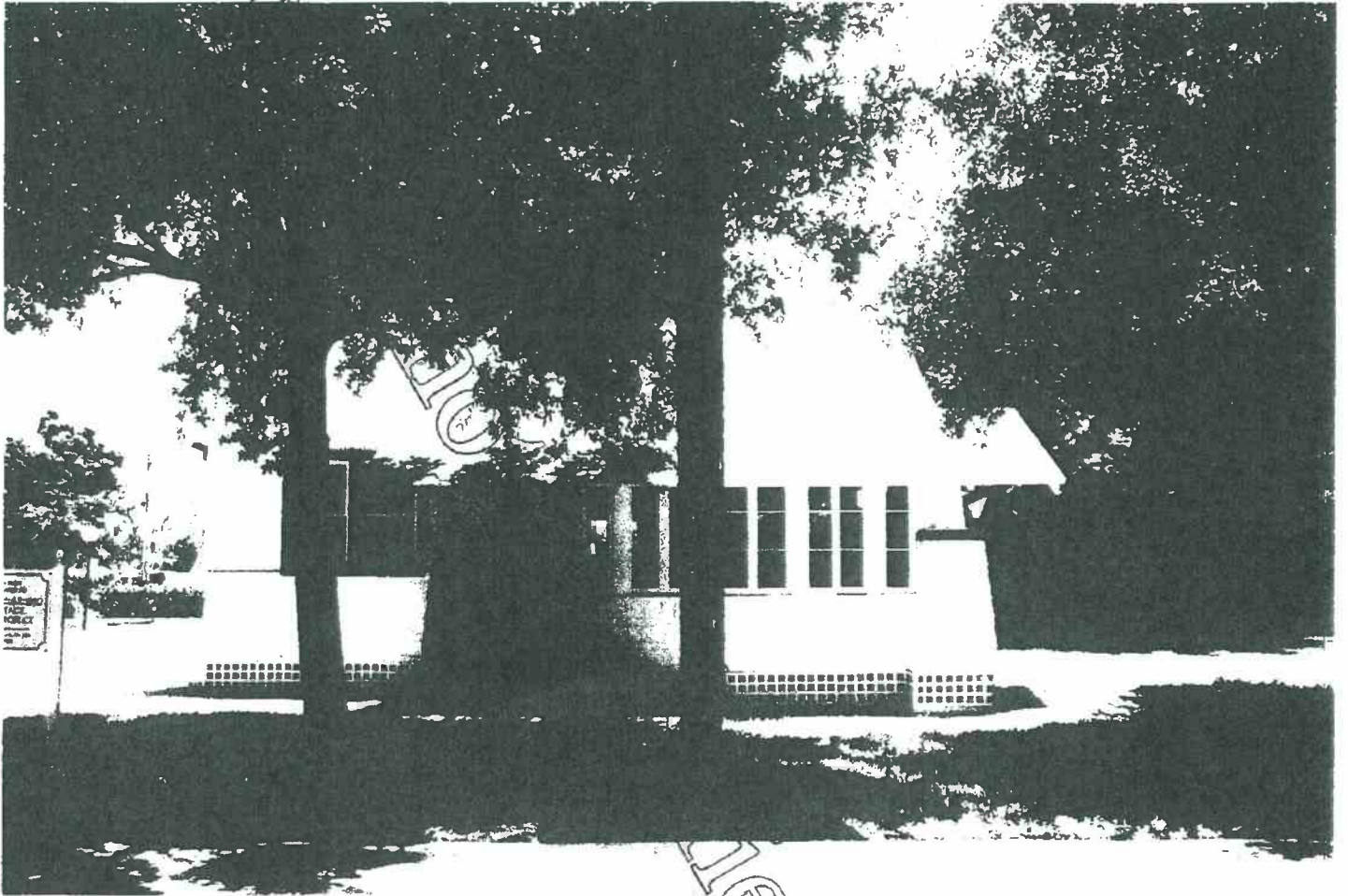
SOUTH

2 of 4



EAST

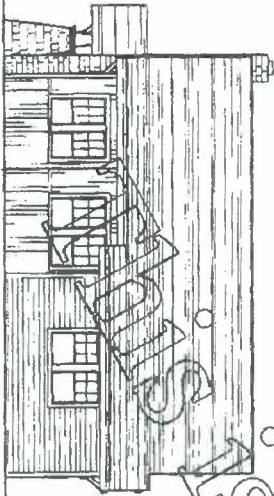
3 of 4



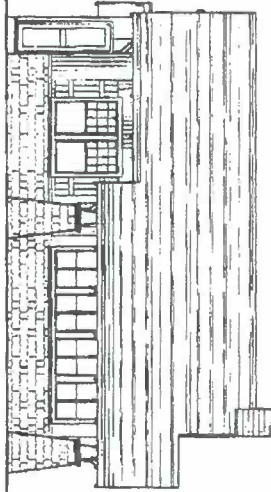
WEST

4 of 4

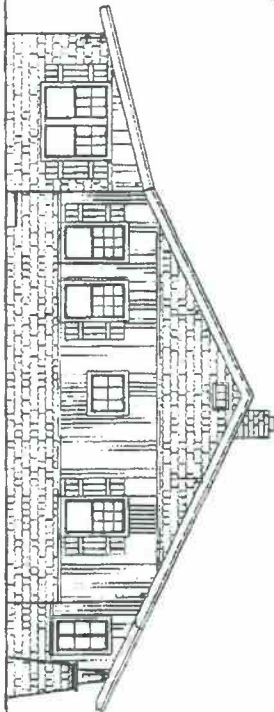
EAST ELEVATION



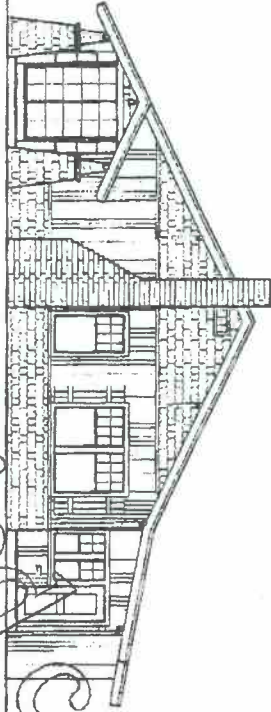
WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



Architectural watermark: 'Architectural Not a Certified Corp' written diagonally across the center of the page.

p. 3 of 3

AA1	1/4" = 1'-0"	DATE: 1/1/00	2871	EXTERIOR ELEVATIONS	DELANY ARCHITECTURAL SOCIETY MEMBER SINCE 1985 100 N. 1ST ST. SUITE 200 PHILADELPHIA, PA 19106	DELANY ARCHITECTURAL SOCIETY 100 N. 1ST ST. SUITE 200 PHILADELPHIA, PA 19106 TEL: 215-962-2871 FAX: 215-962-2872	
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EXHIBIT "D"

Building One:

Cason Cottage Historic House Museum: an Educational Institution

Historically designated, authentically furnished and reflecting the South Florida lifestyle from 1915 to 1935, **The Cason Cottage Historic House Museum** is devoted to the preservation of Delray Beach History. It is a vernacular style house with craftsman cottage details, solidly constructed with Dade County pine—one of the only few left in Delray. Reverend John Cason, Sr., community leader and Methodist minister, whose descendants still live in Delray Beach, built the cottage in 1924. It was built on its current site, part of OSSHAD, and has survived the three 20th Century hurricanes of 1926, 1928 and 1947. Reverend Cason and his wife moved to Delray to be near their son, John Cason, Jr., who was the first physician in Delray Beach, a former Commissioner and Mayor and was instrumental in bringing electricity and municipal water to Delray. The Society and the City of Delray Beach restored Cason Cottage through a joint effort in 1988.

The Museum is open to the public for docent-guided tours and a glimpse of life during Delray's pioneer days. Through our tours, programs and events, visitors learn how the town was settled, who the key pioneers were and how their perseverance and vision relates to our modern day Delray Beach.

CONTENTS:

Furniture: 3 wicker chairs, wicker sofa, wicker desk and shelf topper, writing desk and four chairs, four glass encased book shelves, 14 chairs (various types), one full bed and mattress, two baby cribs, two dressers, two child bookcases, round dining table, sideboard, pipe organ, organ bench, two side tables, kitchen table, framed family photos, approximately 10 wall hangings (portraits, various art, maps), phonograph machine, typewriter, desk, typewriter, old telephone, antique writing instruments, kitchen equipment and tools, stove, refrigerator, sink, ironing board, old washing machine, irons, medicine chest items, various lamps and lighting fixtures, one ceiling fan. Storage includes phonograph records, decorations, event supplies and books.

Building Two:

The Ethel Sterling Williams History Learning Center & Archive Collection

The “Hunt House” is an original Florida farmhouse built in 1908. It was rescued and moved from a prior location in Delray Beach and dedicated and named the Ethel Sterling Williams History Learning Center & Archive in 2009. This state-of-the-art and award-winning center houses the City’s archives and is open for local research, school classes, tours and exhibits. Individuals, writers, researchers, homeowners, students, businesses, government agencies and organizations are served year round.

Along with private donations, the City, County and State have invested in excess of \$650,000 to ensure that Delray Beach historical records are secure, accessible and useful for educational and civic purposes.

The materials, pictures and information in the archive collection totaling over 25,000 items are meticulously organized and stored in an “Archive Bunker” attached to the Ethel Sterling Williams History Learning Center. The Bunker is built of concrete and steel, space rated to withstand a category five hurricane. Features of the Bunker include incandescent low-level lighting, air-conditioning and dehumidifying to maintain a constant temperature and humidity, a gas back-up generator in case of long-term interruption of power, and industry-standard library track rolling shelves—all to preserve the record of Delray Beach history.

CONTENTS:

Built-in desk, two free standing desks, built-in wall cabinets, one museum case with top, one museum cabinet, two computers, two printers/scanner, one Ipad, displayed artifacts, antiques and museum graphics, over 300 books, binders, reference materials, three lamps, small refrigerator, microwave, free standing bathroom cabinet, mirror, framed art, lighting fixtures.

ARCHIVE CONTENTS:

Over 25,000 individual items in the form of documents, scrapbooks, books, original art, manuscripts, photographs, oral/video histories, letters, clothing, three dimensional artifacts, official records and textiles are included under the following headings:

Advertisements
Area Maps
Artwork
Artists & Writers Colony Period
Architecture & Buildings
Agriculture & Farming
Business, Industry, & Banking
Cason Cottage
Churches & Cemeteries
City Directories & Calendars
City Government, Clubs, & Organizations
City Preservation Materials
Delray Beach School Yearbooks
Ethnic and Cultural Groups
 African-American Pioneers
 European (esp. German)-American Settlers
 Haitian Immigrants
 Japanese (Yamato) Settlers & Immigrants
 Seminole Tribe of Florida
 Civil Rights
Festivals & Celebrations
Medical Facilities
Media Coverage (Newspapers)
Monuments & Markers
Natural History
 Conservation
 Dune Restoration
 Hurricanes
Intracoastal Waterway
Notable People & Families
 Founders
 Politicians
Postal Service
Pre-Settlement Period (pre-1890s)
Rare Books

Linton Settlement
Delray/Delray Beach
Palm Beach County
Tourism & Recreation
Atlantic Avenue
 Beaches
 Fishing
Historic Homes
 Hotels & Restaurants
 Parks
 Sports & Recreation Facilities
 Surfing
Transportation
Florida East Coast (FEC) Railroad
 Marine/Nautical, Shipwrecks
 Roads & Bridges
Seaboard Air Line Railway Station
Wars & Battles
 Spanish-American War
 World War I
 World War II
 Vietnam War
 Conflicts in the Middle East
 Influence on life in Delray

In addition, there are three front-to-back revolving shelves, conference table, six flat files, 2 bookshelves and lighting fixtures.

Building Three:

The 1926 Bungalow

This historic, vernacular cottage, also rescued from demolition in Delray Beach, was built in 1926. The cottage provides the Historical Society with primary space for rotating exhibits on local history and is also the office of the Executive Director.

CONTENTS:

Museum case and topper, wicker sofa, two wicker chairs, antique phone desk, one computer, one printer, two tables/desks, file cabinet, two book shelves, various event supplies, refrigerator, linens, lighting fixtures, lamps, artifacts, art and displayed exhibit materials.