

LEASE AGREEMENT

THIS LEASE is made and entered into this 15th day of June, 1997, by and between the **CITY OF DELRAY BEACH, FLORIDA**, hereinafter referred to as the "Lessor", and **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a not-for profit Florida corporation, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor desires to lease the premises depicted in Exhibit A as Lease Area 5 to the Lessee to be used solely and exclusively for public park and recreational purposes or other public purposes, which may include educational purposes and all other purposes set forth in Lessees Charter, provided that there is no conflict with the purposes set forth herein and the deed from Palm Beach County to the City.

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this LEASE is made upon the agreements, terms, covenants and conditions hereinafter set forth.

ARTICLE I BASIC LEASE PROVISIONS

1.01 Premises

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and Lessee rents from Lessor, the existing building and other improvements owned by the Lessor and comprising the Catherine Strong Recreational Center at 600 S.W. 15th Avenue, Delray Beach, Florida and the land described in Exhibit A, as Lease Area 5, attached hereto and by reference made a part hereof, referred to as the "Premises". Lessor hereby grants Lessee a non-exclusive easement across the property for ingress and egress to the Premises during the term of this Lease.

1.02 Parking

Lessor hereby grants a non-exclusive easement to the parking lot located on Lot 18 for the Lessee, its agents, employees, guests, licensees and invitees, without cost.

1.03 Length of Term and Commencement Date

The Term of this LEASE shall be for a period of twenty-five (25) years commencing on June 1, 1997 (the "Commencement Date") and expiring on the

31 day of May, 2022 and shall be automatically renewed for five (5) successive five year periods, provided Lessee requests a five (5) year extension of time in writing from Lessor prior to the expiration of the existing Lease term or five (5) year renewal period.

This LEASE shall terminate upon Lessee's failure to comply with each and every requirement imposed upon Lessee under the terms of this LEASE.

ARTICLE II RENT

2.01 Annual Rent

The Rent payable annually in advance by Lessee for the Term of this LEASE for the use and occupancy of the Premises is One (\$1.00) Dollar per annum. Lessee is a tax exempt entity as evidenced by tax exemption # LD. 22. 11418, 60C. No sales or use tax shall be included or charged with Rent or any other payment required of Lessee pursuant to this Lessee, unless required by law. If so required, the LESSEE shall pay for such taxes for prior or future years, all as may be required by law. Payment of Rent will be mailed to Lessor as stated in Section 12.01 of this LEASE.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY LESSEE

3.01 Use

Lessee shall use and occupy the Premises for the purpose of maintaining a recreational center and for providing recreational/educational programs and for other public purposes with attendant offices and meeting rooms necessary to provide recreational programs, and for no other purpose or use whatsoever, without the prior written consent of the Lessor. The Lessee is also bound by 501 C(3) purposes and charters. The Lessee shall not use the premises for any purpose that conflicts with the purposes set forth herein and in the deed from Palm Beach County to the City. Lessee may request that Lessor enter into "Use Agreements" for property located outside of Lease Area 5. The Lessor, in its sole discretion, may approve or deny such Use Agreements, however, the Lessor shall act in good faith in their consideration of such "Use Agreement" requests.

3.02 Conduct

Lessee shall not commit waste on the Premises, nor maintain, commit or permit the maintenance or commission of a nuisance thereon, or use the Premises for an unlawful purpose or unpermitted purpose. Lessee acknowledges that its employees and the Premises shall throughout the Term of this LEASE be in full compliance with all Federal,

State, County and local statutes, laws, rules and regulations including without limitation, Sections 402.301 to 402.319 inclusive, Florida Statutes, and rules and regulations promulgated thereunder as may be amended from time to time and shall be properly licensed by all applicable authorities as may be required for the lawful operation of the Premises as a recreational facility serving children and as otherwise pertain to Lessee's use of the Premises.

3.03 Alterations by Lessee

Lessee agrees to perform, at its own cost and expense, all work necessary to fully equip and maintain the Premises for Lessee's permitted use of the Premises as specified in Section 3.01 of the LEASE.

Any installation, alteration, addition, improvement or other physical change ("Alteration") requiring a building permit in or about the Premises by the Lessee shall require the prior written consent of Lessor whose consent shall not be unreasonably withheld. Lessee shall submit plans for Lessor's approval of all alterations. Upon granting its consent, Lessor shall specify whether the Alteration is to be removed by Lessee, at Lessee's sole cost and expense, upon the expiration of the Term of this LEASE. In the event a construction lien is filed against the premises, Lessee shall comply with all applicable provisions of Florida Statutes, Chapter 713, Part I. Lessee, within thirty (30) days after notice from the Lessor, shall discharge, or shall have mechanics lien transferred to bond, any mechanic's liens for materials or labor claimed to have been furnished to the Premises on the Lessee's behalf and to indemnify, defend and save Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such construction lien. All alterations, additions, improvements, decorations or installations, including but not limited to, partitions, railings, (except movable furniture and fixtures put in at the expense of Lessee and removable without defacing or injuring the Building or the Premises), shall become the property of Lessor at the termination of the LEASE Term.

3.04 Hazardous Substances

Lessee shall not use, store or dispose of any "Hazardous Substances" on the Premises, any chemical, material or substance, including petroleum products, the handling, storage, transportation, disposal of or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional or local authority. In the event of accident or discovery of such storage or disposal, Lessee shall immediately report such occurrence to Lessor, indicating what is being stored or disposed of, and what actions Lessee is undertaking to remove said hazardous substances or petroleum products. Lessee agrees to indemnify, defend and save harmless the Lessor from and against any claim, damage or loss incurred by Lessor as a result of the storage, disposal, exposure or transportation of the aforementioned hazardous substances and petroleum products.

**ARTICLE IV
REPAIR AND MAINTENANCE OF PREMISES**

4.01 Responsibilities of Lessor and Lessee

(a) Lessee at its sole cost and expense, agrees to repair and maintain the Premises and keep the building and appurtenances in good order and condition. Lessee's responsibility includes, but is not limited to the repair, maintenance, and if necessary, the replacement of the roof, roof drains, outside walls, foundation and structural portions of the building (both interior and exterior), the fire sprinkler and electrical systems of the Premises and the plumbing and sewage pipes servicing the Premises and located in the Premises. Throughout the Term of this LEASE, or any extension thereof, Lessee shall be responsible for all costs and expenses associated with the repair, maintenance, and replacement if necessary, of the HVAC systems of the Premises.

Lessee shall be responsible for the painting of the building, and additions or alterations thereto (both interior and exterior) and any additional buildings both interior and exterior constructed on the Premises. Lessee shall paint the building(s) at least once every five years, unless Lessor agrees that it is reasonable to delay the painting thereof. The exterior building color shall be approved in advance by the Lessor. Lessee shall maintain, repair and/or replace if necessary all existing outdoor play structures including play equipment, basketball standards, backstops, etc. and any other such equipment which presently exists or is later installed by the the Lessee on the Premises during the Term of this LEASE and shall keep the aforesaid in the same condition as it existed at time of Lease, normal wear and tear expected.. Lessee shall maintain and repair all structures or appurtenances placed on the property by Lessee. Lessee shall also maintain, repair and replace if necessary all outdoor lighting and outdoor paved areas on the Premises, including, but not limited to, play areas and parking lots on the Premises. Lessee shall be responsible for repair and replacement of fencing and for the maintenance of irrigation and landscaping on Lease Area 5.

(b) Lessor shall be responsible for perimeter fence maintenance/repair or replacement, for landscape and ground maintenance, and repair and replacement of the irrigation system located on the property that is situated outside of Lease Area 5. The Lessor shall be responsible for the repair and maintenance of the paved access road and parking area adjacent to the Premises. All other maintenance/repair and/or replacement not expressly reserved to Lessor shall be the responsibility of Lessee.

(c) If the Lessor or Lessee shall fail to properly repair or maintain any item required to be repaired or maintained by Lessor or the Lessee under this LEASE or fails to perform or pay for services or utilities as required by this LEASE, within thirty (30) days of notice from the other party of the need for such repair, maintenance, performance or payment, the Lessee or Lessor, may complete such repairs, perform the necessary maintenance, or provide or pay for services or utilities and Lessor or Lessee shall reimburse the other party for

all reasonable expenses incurred by Lessee or Lessor in doing so. If the Lessee fails to respond within thirty (30) days of notice from Lessor of the need for replacement of any item required to be replaced, by setting forth a reasonable schedule for replacement acceptable to Lessor, the Lessor at its sole discretion shall undertake the replacement thereof and the Lessee shall reimburse the Lessor for all expenses incurred by Lessor in doing so.

4.02 Lessor's Right to Inspect and Repair

The Lessor or the Lessor's agents shall have the right upon reasonable prior notice to the Lessee (except that no notice need be given in case of emergency) to enter the Premises for the purposes stated in Paragraph 3.01 and for the purpose of inspection and maintenance of, or the making of repairs to the Premises or the Building, which are Lessor's responsibility hereunder or which Lessor has the right to perform pursuant to Paragraph 4.01, or for the purpose of complying with laws, regulations or other requirements of government authorities. Any such entrance into the Premises shall be conducted by Lessor in a manner calculated to minimize interference with or disruption of Lessee's operations within the Premises.

ARTICLE V UTILITIES AND SERVICES

5.01 Responsibility of Lessor and Lessee

Lessee shall supply at its cost and expense separate meters, if required, for measuring electricity and water used or consumed as a result of Lessee's use of the building and parking areas located on the Premises. Lessee agrees to pay all charges for electricity and water or any other utilities used or consumed as a result of the use of the building and parking areas located in or on the Premises, including the cost of outside lighting of the Premises, by contracting directly with the utility company furnishing such utilities to the Premises. The Lessee shall remove its refuse and rubbish from the Premises to any area on the Property to be designated by Lessor and from which it will be removed at the expense of Lessee. Lessee shall be responsible for all garbage and trash removal fees and charges including but not limited to all fees and charges submitted by the Solid Waste Authority for solid waste generated from the Premises. The Lessee at its expense shall contract for all janitorial services in and about the Premises and shall cause all portions of the Premises to be regularly

ARTICLE VI INSURANCE

6.01 Insurance by Lessee and Lessor

During the entire Term of this LEASE or any renewal thereof, Lessee shall provide insurance as shown in Exhibit B.

6.02 Personal Property

All of Lessee's personal property placed or moved in or on the Premises shall be at the risk of the Lessee or owner thereof. Except as otherwise provided herein, Lessor shall not be liable for any damage to said personal property, except to the extent caused by the Lessor, its agents' or its employees' willful or negligent acts or omissions.

6.03 Indemnification

Lessee shall indemnify and save harmless the Lessor, its officers, agents and employees, its officers, agents and employees from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this LEASE or any renewal thereof, for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Lessee, its agents, employees, licensees and invitees and the general public and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. Said indemnification by Lessee shall not include indemnification for claims, damages, loss, or liabilities which are judicially determined to arise out of the sole negligence or willful misconduct of the Lessor, its officers, employees or agents, its officers, employees or agents. In the event that the Lessor is made a party to any litigation commenced against the Lessee or by the Lessee against any party, then Lessee shall indemnify, protect, hold harmless and pay all costs and attorneys fees incurred by Lessor in connection with the litigation and any appeals thereof. Nothing herein shall constitute a waiver of sovereign immunity of the Lessor.

**ARTICLE VII
DESTRUCTION OR CONDEMNATION OF PREMISES**

7.01 Damage or Destruction by Fire, War, or Act of God

In the event the Premises shall be destroyed or so damaged or injured by fire, flood or other casualty during the Term of this LEASE or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the Lessor at its sole option may terminate the lease or may permit the Lessee to commence and complete replacement or restoration thereof within two years of the aforementioned event. In the event of any such casualty Lessee fails to complete restoration or replacement within the two year period, the Lessor may, in its sole discretion grant an extension of time or terminate the LEASE, and Lessor may complete the restoration or replacement and Lessee shall reimburse the Lessor for all costs and expenses in doing so. In the event Lessee or Lessor elects to terminate this LEASE, instead of permitting the Lessee to replace or restore the premises, both parties shall be relieved of all further obligations hereunder. The cancellation herein mentioned shall be evidenced in writing.

**ARTICLE VIII
DEFAULT**

8.01 Default by Lessee

The occurrence of any one or more of the following shall constitute an Event of Default by Lessee under this LEASE: (i) Lessee shall fail to perform or observe any of the agreements, covenants or conditions contained in the LEASE on Lessee's part to be performed or observed and such failure shall continue for more than thirty (30) days after notice; (ii) Lessee shall vacate or abandon the Premises; or (iii) Lessee's leasehold estate shall be taken by execution, attachment or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Lessor shall have the right, at its own option, to either cure the default and Lessee shall reimburse Lessor for all expenses incurred by Lessor in doing so or may give Lessee notice that Lessor intends to terminate this LEASE upon a specified date no less than three (3) days after the date the notice is received by Lessee, and this LEASE shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this LEASE. If, however, the default is cured within the three (3) day period or the Lessee commences to cure the default within the three day period and thereafter diligently pursues such cure and the Lessor is so notified, this LEASE will continue, provided the cure is perfected within a reasonable time or within the time as may be provided by the Lease.

8.02 Default by Lessor

Lessor shall be in default of this LEASE if Lessor shall fail to observe or perform any term, covenant or condition of this LEASE on the Lessor's part to be observed or performed, and the Lessor shall fail to remedy same within thirty (30) days after notice from Lessee. In the event the default is of such nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Lessor shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Lessor diligently proceeds with the curing of the default. In the event that the default is not cured by Lessor within the foregoing time period, Lessee, at Lessee's option, may cure either said default and Lessor shall reimburse Lessee for all expenses incurred by Lessee in doing so, or Lessee may give to the Lessor a three (3) day notice specifying that the Lessee intends to terminate this LEASE. Upon receipt of said notice and expiration of the three (3) day time period, this LEASE and all obligations of Lessee hereunder shall terminate and Lessee shall thereupon be relieved of all further obligations hereunder.

ARTICLE IX QUIET ENJOYMENT

9.01 Lessor's Covenant

Upon payment by the Lessee of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption, subject to the Terms of this LEASE.

ARTICLE X SURRENDER, HOLDOVER

10.01 Surrender of Premises

Upon expiration of the Term, the Lessee shall, subject to the provisions of Section 3.03 of this LEASE, remove at its own cost and expense, its personal property, trade fixtures and equipment and shall deliver the Premises to Lessor in good repair and condition, excepting reasonable wear and tear arising from Lessee's permitted use of the Premises.

10.02 Holdover

Any holdover by Lessee, with or without the consent of Lessor, at the expiration of this LEASE, shall create a new tenancy from month-to-month between Lessor and Lessee which shall be subject to all terms and conditions hereof. This holding over shall not result in renewal or extension of this LEASE.

**ARTICLE XI
MISCELLANEOUS**

11.01 Notices and Consents

Any consents, approvals and permissions by the Lessor shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail, return receipt requested addressed:

(a) if to the Lessor at:

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

(b) if to the Lessee at:

Boys and Girls Clubs of Palm Beach County,
Inc.
2247 Palm Beach Lakes Boulevard
Suite 212
West Palm Beach, FL 33409

with a copy to:

Office of the City Attorney
200 N.W. 1st Avenue
Delray Beach, FL 33444

Or at such other addresses as the Lessor or the Lessee, respectively, may designate in writing.

11.02 Severability

If any term of this LEASE or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this LEASE, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this LEASE, shall be valid and enforceable to the fullest extent permitted by law.

11.03 No Recording

Lessor and Lessee covenant, warrant and agree that neither this LEASE, nor any memorandum, provision or part hereof, shall be recorded in the public records of any

county of any state, including without limitation, the public land records of Palm Beach County, Florida.

11.04 Venue

This LEASE shall be governed by and interpreted according to the laws of the State of Florida. To the extent allowed by law, the venue for any action arising out of or from this LEASE shall be in Palm Beach County, Florida.

11.05 Captions - Recitals

The captions in this LEASE are included for convenience only and shall not be taken into consideration in any construction or interpretations of this LEASE or any of its provisions.

The Recitals contained on page one of the lease are hereby incorporated as if set forth fully herein.

11.06 No Representations - Entire Agreement

This LEASE constitutes all agreements, conditions and understanding between Lessor and Lessee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this LEASE. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this LEASE shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

11.07 Time of the Essence

Time is of the essence with respect to each provision of this LEASE which requires that action be taken by either party within a stated time period, or upon a specified date. Any reference to a certain number of days shall be deemed to be calendar days. Any time period provided herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. EST of the next business day.

11.08 No Assignment or Subletting or Licensing of Premises

Lessee shall not assign nor sublet or License the Premises without the prior written consent of the Lessor, which consent may be granted or withheld in the Lessor's sole discretion, unless such assignment is to any successor of the named Lessee which shall use the premises for the same permitted use, in which case Lessor shall not unreasonably withhold its consent.

11.09 Radon

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 the public health unit.

11.10 Benefit and Binding Effect

This LEASE shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this LEASE as of the date set forth below.

ATTEST:

LESSOR:

By: Barbara Lavetto
Deputy City Clerk

DAVID RANDOLPH
VICE-Mayor DAVID RANDOLPH

Approved as to form and legal
sufficiency:

Susan Roney
City Attorney

ATTEST:

LESSEE:

Deputy Clerk

BOYS AND GIRLS CLUBS OF
PALM BEACH COUNTY, INC.

By: [Signature]

Approved as to form and legal
sufficiency:

County Attorney

CITY OF DELRAY BEACH

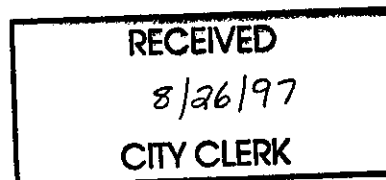
Boys & Girls Club

CITY ATTORNEY'S OFFICE

200 NW 1st AVENUE • DELRAY BEACH, FLORIDA 33444
TELEPHONE 561/243-7090 • FACSIMILE 561/278-4755
WRITER'S DIRECT LINE 561/243-7091



August 25, 1997



Mary O'Connor
800 North Point Parkway
Suite 204
West Palm Beach, FL 33407

Subject: Lease Agreement Between Boys and Girls Clubs of Palm Beach County and City of Delray Beach

Dear Ms. O'Connor:

Enclosed is a copy of the lease with appropriate dates and tax I.D. number filled in for your records and files.

Sincerely,

OFFICE OF THE CITY ATTORNEY
CITY OF DELRAY BEACH, FLORIDA

By:

Susan Ruby
Susan A. Ruby, Esq.
City Attorney

SAR:ci

Enclosure

cc: Skip Robinson
Alison Harty, City Clerk
Robert Barcinski, Assistant City Manager
Joe Weldon, Director of Parks and Recreation

LEASE AGREEMENT
BETWEEN
CITY OF DELRAY BEACH, FLORIDA
AND
THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY, INC.

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Memo

CITY OF DELRAY BEACH



TO: Sharon

DATE: 3/18/97

FROM: Regina

SUBJ: Boys & Girls Club

Do you have a signed lease agreement for use of the Catherine Strong Center (by B & G Club)?

Approved by Commission 6/4/96.

If so, May I have a copy please

Thy.

Barbara - Folder doesn't have a signed copy. Alison suggested I ask you. We need one also.



Sm