



AGENDA
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
THURSDAY, JULY 28, 2022 - 7:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy.

NEW BUSINESS:

- A. [Resolution No. 51-2022 - Fund Appropriation for Bohemian Lease Agreement, Ordinance No. 2020-08 - Establishment of a mixed use urban planned development for The Bohemian](#)

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

EXECUTIVE BRIEF SPECIAL MEETING

AGENDA DATE: July 28, 2022

DEPARTMENT: Finance

TITLE:

Resolution No. 51-2022 - Fund Appropriation for Bohemian Lease Agreement, Ordinance No. 2020-08 - Establishment of a mixed use urban planned development for The Bohemian

SUMMARY:

This resolution directs funds appropriation from Penny Sales Tax for payment for the Bohemian Lease Agreement approved under Ordinance No. 2020-08.

BACKGROUND AND JUSTIFICATION:

The Bohemian is a 200-unit mixed use residential project being proposed by Affiliated Development, the developers of The Mid located at 1601 North Dixie Highway. The Bohemian project will be located at the southwest corner of Lake Avenue and East Coast Street along the FEC tracks. It will be the second major, private investment project in the City by Affiliated Development and will include a variety of one- and two-bedroom apartments as well as an array of amenities, parking garage and a commercial/retail space fronting Lake Avenue. The parking garage will provide 120 spaces on the first two levels for public use (through a City lease). Amenities include a pool, pleasure court, dog park, uber/lyft lounge, fitness center, community area and a public plaza at the intersection of Lake Avenue and East Coast Street.

At its meeting of February 18, 2020, the City Commission approved a formal Letter of Intent (LOI) for the project. The Lake Worth Beach Community Redevelopment Agency (CRA) also supported the project. Subsequently, the project was formally submitted for entitlements and was reviewed by the City's Site Plan Review Team (SPRT). On May 27, 2020, the Planning & Zoning Board reviewed the project and unanimously recommended the project be approved by the City Commission.

At its meeting for second hearing on June 30, 2020, the City Commission approved the ordinance No. 2020-08 to establish a mixed use urban planned development for The Bohemian.

MOTION:

Move to approve/disapprove Resolution No. 51-2022 appropriating funds from the Penny Sales Tax - Ordinance No. 2020-08 for the Bohemian Lease Agreement Payment.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution No. 51-2022
Exhibit A
Bohemian Parking Lease Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$2,458,958	0	0	0	0
Operating Expenditures		\$72,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$2,458,958	\$72,000	0	\$0	\$0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
Fund 307	Discretionary - Infra/Small				\$2,458,958	

RESOLUTION NO. 51-2022, ELEVENTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2022 Annual Operating Budget pursuant to Resolution No. 60-2021 on September 27, 2021;

WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2022 Annual Operating Budget amendments set forth herein serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2021, and ending and including September 30, 2022.

Section 3 The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This resolution shall become effective immediately upon passage.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____ 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

		FY 2022 Budget Adopted	FY 2022 Budget Amendment	FY 2022 Budget Amended
<u>Expenditure</u>				
	Parking Fund Capital Project	-	2,458,985	2,458,985
	Total	-	2,458,985	2,458,985

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 24th day of June, 2020, by and between 1017 LAKE AVE, LLC, a Florida limited liability company, ("Landlord"), and THE CITY OF LAKE WORTH BEACH, FLORIDA, a municipality duly constituted under Florida law ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at 1017 Lake Avenue, located within the corporate limits of the City of Lake Worth Beach, as more particularly described by the legal description attached hereto as **Exhibit A** ("Property"); and

WHEREAS, the Landlord intends to construct a multifamily rental development on the Property to be comprised of approximately 200 units within one building including lobby/amenity area, swimming pool, gym, a separate parking garage of approximately 360 spaces (with 120 dedicated public parking spaces) and an independent commercial building fronting Lake Avenue with the project description, conceptual site plan and renderings attached as **Exhibit B** ("Project"); and

WHEREAS, the Landlord and Tenant have entered a separate Economic Development Agreement wherein the City is providing certain economic development incentives to develop the Project and which will serve adjacent properties and the public, including street improvements and stormwater improvements; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Lake Worth Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease in order for the additional parking facilities to not only serve the Project but to provide 120 parking spaces to the general public, as set forth below; and

WHEREAS, the Tenant as the City of Lake Worth Beach has determined and hereby finds that this Lease promotes economic development in the City and, as such, is in the best interests of the City of Lake Worth Beach and serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficient of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. **Use.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 12 below):

The one hundred twenty (120) parking spaces located on the first two (2) floors of the parking garage, in the locations designated as "Parking Spaces" on **Exhibit C** attached hereto and made a part hereof, to be constructed at 1017 Lake Avenue, Lake Worth Beach, Florida, which garage will consist of approximately six (6) levels and approximately three hundred sixty (360) total parking spaces (the "Parking Garage"). Tenant and the general public shall be entitled to use the Parking Spaces on a 24 hours, 7 days a week basis (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking

Garage, the common areas located on the first two (2) floors of the Parking Garage for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease.

2. Term: Construction of Parking Garage.

(a) The term of this Lease (the “Term”) shall be thirty-five (35) years, commencing on the date that is ten (10) days following Landlord’s written notice to Tenant which demonstrates that Landlord has substantially completed (as defined below) construction of the Parking Garage (the “Commencement Date”) and ending on the date that is thirty-five (35) years therefrom, subject to extension as set forth in subsection (b), below. Subject to the extensions of time authorized herein and any Force Majeure event(s), the Commencement Date shall occur on or before twenty-four (24) months from the Construction Commencement Date (as defined below).

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which plans shall be based upon the Parking Garage Floor Plan attached hereto as Exhibit C and the Base Building Improvements outlined on Exhibit D attached hereto. In the event of any conflict between this Lease (including Exhibit C and Exhibit D) and the permitted set of plans, the permitted set of plans shall govern and control.

(c) The term “substantially completed” shall mean and refer to satisfaction of all of the following: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit portion of the Project on the northern portion of the Property containing approximately 200 apartment units with commercial space; and the improved access to the Parking Garage as part of the Project is completed.

(d) The “Effective Date” of this Lease is the date after it has been (1) fully executed by the Landlord; and (2) either signed by the City Manager or the City of Lake Worth Beach Mayor. Subject to the extensions of time authorized herein and any Force Majeure event(s), the “Construction Commencement Date” is the date that is on or before the date that is seven-hundred twenty (720) days from the Effective Date hereof. The City Manager may elect to approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the Lake Worth Beach City Commission. Notwithstanding the foregoing, in the event the Construction Commencement Date has not occurred on or before the date that is seven-hundred twenty (720) days (plus any extension granted by the City Manager or the City Commission) from the Effective Date hereof, subject to extension due to Force Majeure (as defined below), then Tenant shall have the option (“Tenant’s Termination Option”) to terminate this Lease upon at least thirty (30) days written notice to Landlord (such date being, the “Termination Date”), whereupon this Lease shall terminate and be deemed null, void, and of no further force or effect and Landlord and Tenant shall be thereafter released of all obligations or liabilities accruing from and after the date of termination. Notwithstanding the foregoing, in the event Tenant exercises Tenant’s Termination Option and the Construction Commencement Date occurs prior to the Termination Date, then Tenant’s Termination Option shall automatically terminate and be deemed null and void, and this Lease shall continue in full force and effect pursuant to the terms hereof.

(e) Provided that: (i) this Lease is in full force and effect and no Tenant Event of Default (as defined below) exists on the date of exercise beyond any applicable notice and cure period; and (ii) Tenant provides timely notice of its election in accordance on or before the date that is 180 days

prior to the expiration of the Term (as the same may be extended) (the "Extension Option Notice"), Tenant shall have the option (the "Extension Option") to extend the Term of the Lease for two (2) additional consecutive periods of thirty (30) years each (each an "Extension Term" and collectively, the "Extension Terms"), with the first Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration date of the Term, and the second Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration of the first Extension Term. In the event Tenant at any time fails to timely deliver the Extension Option Exercise Notice to Landlord as specified above or Tenant is otherwise not permitted to exercise the Extension Option pursuant to other terms hereof, the Extension Option shall terminate and be null and void and the Lease shall expire at the end of the Term or the first Extension Term, if duly exercised by Tenant. LANDLORD AND TENANT AGREE AND ACKNOWLEDGE THAT TIME IS OF THE ESSENCE FOR TENANT'S TIMELY EXERCISE OF THE EXTENSION OPTION. LANDLORD IS NOT OBLIGATED TO NOTIFY TENANT OF ANY UPCOMING NEED TO TIMELY EXERCISE THE EXTENSION OPTION.

3. Base Rent. Commencing on the Commencement Date and continuing during the Term, Tenant shall pay to Landlord base rent ("Base Rent") as set forth on Exhibit E attached hereto, plus applicable sales tax (unless exempt as stated herein). Payment shall be made in advance on an annual basis on or before each anniversary of the Commencement Date throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 6, which may change from time to time. If any payment due to Landlord is not be paid within five (5) days of the annual due date or other due date as set forth in this Lease, Tenant shall pay, in addition to the payment then due, not as a penalty but as an amount the parties each mutually agree is reasonable, an administrative charge of Five Hundred Dollars (\$500.00) per day until payment is made to the Landlord. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee of Five Hundred Dollars (\$500.00). If Tenant has more than one (1) late payment in a 12-month period, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

4. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 3, above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 5, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt). For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Commencement Date, which costs and expenses shall include, but shall not be limited to, security, parking systems, cleaning, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and professional costs incurred by Landlord in connection with its ownership of the Parking Garage, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 4. Notwithstanding the foregoing, Additional Rent shall expressly exclude the costs and expenses solely and directly related to the parking

provided to the Landlord's other tenants including, but not limited to, parking meters or system, signage and safety monitoring.

5. Payment of Additional Rent: Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable at the same time, place, and in the same manner as Base Rent. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (120 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 360 parking spaces) plus the number of parking spaces located in the area designated on Exhibit C attached hereto as "Covered Seating Area" (the "Covered Seating Area") (estimated to be 8 parking spaces) for the Landlord or other user of the Covered Seating Area (with the total estimated denominator of Parking Spaces being 368 parking spaces). Landlord anticipates that Tenant's Additional Rent obligation will be approximately \$21,000 per year during the Term. The foregoing figure is an estimate that is subject to change. Notwithstanding anything to the contrary set forth in this Lease, Tenant's Percentage Share of Additional Rent for any year of the Term shall in no event exceed fifty percent (50%) of Tenant's Base Rent obligations in any given year during the Term (the "Additional Rent Cap"). All sums equal to Tenant's Percentage Share of Additional Rent that are above the Additional Rent Cap for any given year during the Term shall not be passed through to Tenant as Additional Rent or otherwise. At least thirty (30) days prior to the Tenant's payment of the Additional Rent, Landlord shall reasonably estimate the Operating Expenses and provide the Tenant with notice of Tenant's estimated Percentage Share and, after the first year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within thirty (30) days, after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute.

6. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: 1017 Lake Ave, LLC
 c/o Affiliated Development
 613 NW 3rd Ave., #104
 Ft. Lauderdale, Florida 33311
 Attention: Jeffrey Burns

With a copy to: Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A.
 150 West Flagler Street
 Suite 2200
 Miami, FL 33130
 Attention: Brian McDonough, Esq.

If to Tenant: City of Lake Worth Beach, Florida
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460.

With a copy to: City of Lake Worth Beach
Attn: City Attorney
7 North Dixie Highway
Lake Worth Beach, FL 33460

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

7. **Landlord Rights.** Unless due to an emergency, after reasonable notice to the Tenant (or no notice in the event of an emergency), Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of same. Landlord shall use commercially reasonable efforts to provide Tenant with advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Tenant acknowledges and agrees that all of the Parking Spaces shall be located on the first two (2) floors of the Parking Garage, as shown in **Exhibit C.** Landlord shall have the unrestricted, exclusive right to utilize all designated parking spaces located within the Parking Garage other than the Parking Spaces ("**Landlord's Parking Areas**"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "**Landlord Parties**"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located on the first (1st) two (2) floors of the Parking Garage other than the Parking Spaces (collectively, the "**Access Areas**") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction or any other legal remedy, or otherwise offset or abate Rent by virtue of the Landlord Parties' reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord and Landlord Parties shall have no right to park within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces. Failure of Landlord and Landlord Parties to pay the parking fees when using the Parking Spaces for parking or other purposes will result in Landlord or Landlord Parties being subject to Tenant enforcement action to the same extent such enforcement action is taken with regard to the general public that fails to pay the parking fees. All Landlord's or Landlord's Parties' personal property placed or moved in the Parking Garage including the Parking Spaces shall be at the Landlord's and Landlord's Parties' risk. Tenant shall not be liable for any damage to Landlord's or Landlord's Parties' personal property, or any other person's personal property, including lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Tenant's negligence.

8. **Landlord Covenants and Obligations.** Landlord covenants that: a) prior to the Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be constructed; and b) upon performing all of its obligations hereunder, Tenant and general public shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in good working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair. If such repair identified by Tenant is applicable solely to the condition of the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces or materially and adversely affects the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces, and Landlord fails to timely make such repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Landlord shall have twenty-four hours to make the repair (provided that Landlord shall have such longer period to complete such repair in the event Landlord has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the Tenant may make the repair and the actual, reasonable, and verifiable cost of such repair shall be borne by the Landlord. Landlord shall pay Tenant for the actual, reasonable and verifiable out-of-pocket cost of such repair within thirty (30) days of receipt of the Tenant's written notice of the amount due, which notification shall be accompanied by reasonably supporting invoices. If Landlord is required to make repairs proximately caused by the Tenant, then Landlord shall provide the Tenant with written notice of the need for the repair. If the Tenant fails to timely make the repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Tenant shall have twenty-four hours to make the repair (provided that Tenant shall have such longer period to complete such repair in the event Tenant has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the reasonable cost of such repairs shall be borne by Tenant. Tenant shall pay Landlord for the actual, reasonable, and verifiable cost of such repairs within thirty (30) days of receipt of Landlord's notification of the amount due, which written notice of the amount due shall be accompanied by reasonably supporting invoices.

If Landlord desires to materially restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Commencement Date and are used by the Tenant or Tenant Parties, Landlord shall obtain Tenant's written consent to such restriction prior to accomplishing the same, which consent shall not be unreasonably withheld, delayed or conditioned.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs for the Parking Spaces). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

Landlord's Parking Area shall be used exclusively for the Landlord's tenants in the Project. Landlord will refer all others in need of parking in the Parking Garage to the Tenant.

9. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including lost or stolen items,

occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by either: (i) the Landlord's willful intent or grossly negligent acts or omissions; or (ii) any act or omission of Landlord or any Landlord Parties that is covered under Landlord's insurance policies maintained by Landlord with respect to the Parking Garage for which Tenant contributes Tenant's Proportionate Share, but only to the extent such damage is covered by any insurance proceeds therefrom.

10. Sovereign Immunity. Nothing in this Lease shall be construed as a waiver of the Tenant's right to sovereign immunity nor as consent by the Tenant to be sued by a third party.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of \$1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than \$1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County, Florida, to provide coverage for the Landlord's operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 20, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 12, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may accelerate and declare the Base Rent for the remainder of the Term which sum shall be forthwith due and immediately payable by Tenant upon written notice from Landlord. If Tenant fails to pay Base Rent for the next annual

period within three (3) business days after receipt of notice from the Landlord, Landlord may institute a distress for rent action and seek a distress writ under Sections 83.11 through 83.19, Florida Statutes. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation). Upon an Event of Default by Landlord which Event of Default is not timely cured within the timeframes set forth above (or as provided in Section 8 above for repairs), in addition to all remedies provided by law, Tenant at its option, may cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation). Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use. Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public and the City of Lake Worth Beach and Tenant may charge the general public for said parking (the "Permitted Use"). The Permitted Use shall also include Tenant's right to temporarily park its vehicles in the Parking Garage during a Hurricane warning or Hurricane at Tenant's risk without any expense or liability to Landlord for any damage to the Tenant's vehicles due to or rising from the Hurricane Warning or Hurricane and subject to the terms and conditions of this Lease. Notwithstanding the foregoing, in no event shall Tenant cause or permit the City of Lake Worth Beach to park any vehicles owned or maintained by the City of Lake Worth Beach within the Parking Garage which are used in connection with the City of Lake Worth Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenants and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas, and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any

applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the “environment” (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota).

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within twenty (20) days after notice to Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord’s first mortgage lender within twenty (20) days of Landlord’s written request of the same. The Tenant’s City Manager is authorized to execute such agreement in consultation with the Tenant’s attorney. Prior to the Commencement Date, the Tenant agrees to review any reasonable request of the Landlord’s first mortgage lender to alter a provision herein and, in consultation with the Tenant’s attorney, the Tenant’s City Manager may agree to alter such provision if in the Tenant’s City Manager’s reasonable opinion the alteration does not materially and adversely affect the Tenant.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord’s prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a “Parking Pass”). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass.

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage, except for the Parking Spaces, in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant’s access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the express terms and conditions set forth below, Tenant shall, at Tenant’s sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary for Tenant’s operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the “Permitted Alterations”). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration:

(i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may increase Landlord's liability or insurance premiums for the Parking Garage; (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 9, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations by Tenant must comply with Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Without limiting Landlord rights and remedies, if Tenant holds over in possession of the Parking Spaces beyond the end of the Term (or as may be extended) during the holdover period then Rent will be pro-rated to a monthly amount and doubled the amount of the Rent due and payable for the last month of the Term. In addition, Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Prevailing Party. The prevailing party shall be entitled to collect from the non-prevailing party all reasonable attorneys' fees and expenses, incurred by such prevailing party in the interpretation and enforcement of any provision of this Lease, the collection of any sums due to said prevailing party under this Lease, and/or in any action brought by the prevailing party hereunder. Such costs shall be reimbursed regardless of whether litigation is commenced.

23. Rules and Regulations. Tenant shall at all times abide by any rules and regulations (“Rules”) for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord’s garage operator reasonably establishes from time to time, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord’s other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant’s and the general public’s access to the Parking Spaces and Access Areas or materially increase Tenant’s Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

24. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Landlord shall have the option to terminate this Agreement upon written notice to Tenant whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Landlord does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to as near condition as commercially reasonable to that which existed immediately prior to the casualty or condemnation event; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. If Landlord: (i) fails to restore the Parking Garage within one hundred eighty (180) days after the occurrence of such casualty; and (ii) Tenant’s access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days’ notice to Landlord; provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event that Tenant is unable to use the Parking Spaces, in whole or partially, during such 180-day restoration period (or such shorter period that it takes Landlord to restore the Parking Garage and the Parking Spaces as required in this Lease), then Tenant’s payment of Base Rent during such time period shall be abated or equitably reduced by the number of Parking Spaces not able to be used; provided, however, in no event shall Tenant be entitled to any reduction or abatement of Base Rent in the event that such casualty or other damage is proximately

caused by Tenant or any Tenant Parties. Except as set forth above regarding the reduction or abatement of Base Rent, Landlord shall not be liable to Tenant for any inconvenience, loss, or damage suffered or incurred by such party by reason of any such condemnation, damage or destruction or the repair and restoration of the Parking Garage or any portion thereof by reason of such condemnation, damage or destruction. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Spaces (including any fixtures, equipment and personal property therein) are damaged or destroyed due to any act or omission of Landlord or any Landlord Parties, Landlord shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

25. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

26. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

27. No Recording. Neither this Lease nor a memorandum thereof or similar document may be recorded in the public records and any attempt to do so shall be of no effect whatsoever and may be terminated of record by an instrument executed solely by Landlord, or its successors or assigns.

28. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

29. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Lease shall be Palm Beach County, Florida. If

any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

30. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority. Landlord and Tenant shall provide the other, as applicable, with written notice of any Force Majeure event within ten (10) days of the event occurring or the date that Landlord or Tenant, as applicable, determines the impact of such Force Majeure event, whichever date is later. Failure to properly notice Tenant or Landlord, as applicable, will result in the Landlord's or Tenant's waiver of the Force Majeure event as cause for delay in the Landlord's or Tenant's performance, as applicable, of its obligations herein until written notice is provided to the Tenant or Landlord, as applicable.

31. Budget and Appropriation of Rent. Based upon the timeframes set forth in this Lease, the Tenant agrees to propose in each applicable fiscal year budget an amount to cover the Tenant's Rent obligations as stated herein commencing with the Fiscal Year 2021-2022 budget; however, the Tenant's funding obligations as stated herein are all subject to the Tenant's annual budgeting and appropriation process. The Landlord understands and agrees that the Tenant's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Tenant nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Lease. The foregoing shall in no way affect the Landlord's remedies in the event the Tenant shall not pay Rent when due.

32. 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 Palm Beach County's public health unit.

33. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity

or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

34. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

35. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

36. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133 (3)(a), Florida Statutes.

37. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

38. Exclusion of Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

39. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

40. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

41. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Lake Worth Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals

related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 24th day of June, 2020.

LANDLORD:

1017 LAKE AVE, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Jeff Burns
Its: President

WITNESSES:

[Signature] (1)
Print Name: Christopher Smuts

WITNESSES:

[Signature] (2)
Print Name: Michelle A. Rice

TENANT:

ATTEST:

By: [Signature]
Deborah M. Andrea, City Clerk

Witness:

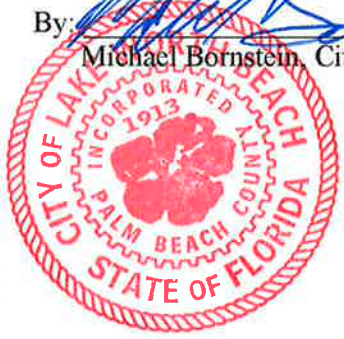
[Signature]
Print Name: Wanda I. Maldonado

Approved for legal sufficiency:

By: [Signature] FOR
Glen J. Torcivia, City Attorney

CITY OF LAKE WORTH BEACH

By: [Signature]
Michael Bornstein, City Manager



Approved for financial sufficiency:

By: [Signature]
Bruce T. Miller, Financial Services Director

EXHIBIT A

Property Description

The land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

PARCEL A – 1017 Lake Avenue (PCN: 38-43-44-21-15-500-0030)

Town of Lake Worth, Northerly 320.42 ft of Block 500

PARCEL B – 101 South East Coast Street (PCN: 38-43-44-21-15-500-0010)

Town of Lake Worth, North 320 ft of South 1840 ft of Block 500 in Section 28

PARCEL C – Portion of 201 South East Coast Street (comprised of approximately 8,000 square feet) (PCN: 38-43-44-28-44-001-0000)

Replat of Pt of Block 500, Palm Beach Farms Co Pl No 2 Lucerne Townsite

EXHIBIT B

Project Description

PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN & RENDERINGS

Project Description:

The BOHEMIAN is a multifamily, rental apartment project that will feature approximately 200 total units within one (1) building, including lobby/amenity area, a separate parking garage with approximately 320 parking spaces (with 120 dedicated public parking spaces), and an independent commercial building fronting Lake Avenue.

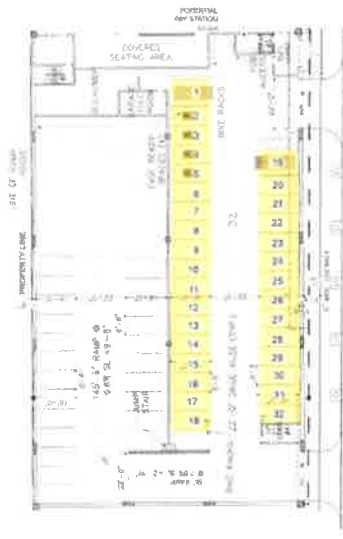
Each residence will have quartz counter-tops, energy-efficient stainless steel appliances, plank flooring and upscale bathroom finishes. The Project's amenity spaces will include a swimming pool and gym.

The Conceptual Site Plan and Renderings are on file with the City's Community Sustainability Department*.

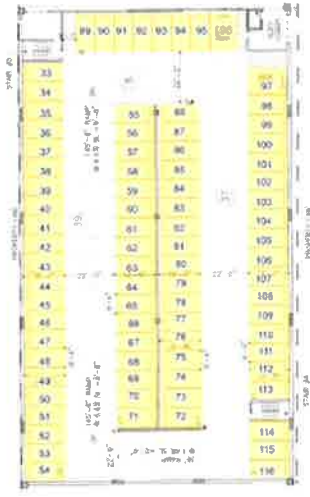
* At its meeting of May 27, 2020, the Lake Worth Beach Planning & Zoning Board unanimously voted to recommend approval to the City Commission for the Project known as The Bohemian. The City Commission considered the Project on first reading on June 9, 2020 and approved the Project. The City Commission will consider the Project on second reading at its June 16, 2020 meeting.

EXHIBIT C

Parking Garage Floor Plan



GARAGE LEVEL 1
32 SPACES MARKED



GARAGE LEVEL 2
88 SPACES MARKED



GARAGE LEVEL 3
4 SPACES MARKED

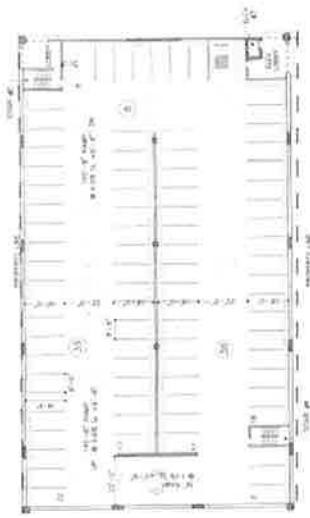
120 PARKING SPACES FOR CITY
CITY PARKING-LEVELS 1-3
SCALE: 1/8" = 1'-0"

THE BOHEMIAN ARCHITECTS, P.A.
ARCHITECTS, P.A.
1425 W. BERRY AVE., SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.BOHEMIANARCHITECTS.COM

MSA ARCHITECTS
1425 W. BERRY AVE., SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.MSAARCHITECTS.COM

DATE: 11/11/11
PROJECT: CITY PARKING-LEVELS 1-3
SCALE: 1/8" = 1'-0"

G-1



GARAGE LEVEL 4
28' 0" (COVERED) PARKING



GARAGE LEVEL 5
28' 0" (COVERED) PARKING

CITY PARKING-LEVELS 4 - 5
ARCHITECTS


MSA ARCHITECTS
 ARCHITECTS
 1111 N. W. 10th St., Suite 100
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 Phone: (954) 562-1111
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THE BOHEMIAN
 APARTMENTS
 1111 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304

SHEET TITLE: GARAGE PLAN
 SHEET NUMBER: G-2

EXHIBIT D

Base Building Improvements

The parking garage consists of a concrete precast structure with sloped parking on the ramps to connect each floor of parking. The first two floors (120-spaces in total) are allocated to the Tenant to be used for public parking, inclusive of conduit and electrical wire necessary to accommodate four EVSE ready spaces (charger to be installed by Tenant), and will be separated by secure access to the upper floors, which will park apartment tenants. There will be ground-level bicycle parking that will be available to all that access the garage. The garage will be designed to accommodate a pay station kiosk for the city, as applicable. One elevator serves the parking garage levels with unrestricted access to the first two floors and restricted key-fob access to upper levels. The parking garage ingress/egress is served by two stair wells and two means of ingress/egress for vehicles. All the code required life-safety, building, mechanical, electrical and plumbing systems shall be implemented into the building meeting requirements of the then current edition of the Florida Building Code and Florida Fire Code. The parking garage will be designed as a naturally ventilated garage with openings to accommodate the appropriate ventilation. Exterior wall panels will have simple details and color palette as depicted in the design set of plans submitted for approval.

EXHIBIT E

Base Rent

Year of Term	Annual Base Rent
Year 1	\$2,458,958.00
Year 2	\$72,000.00
Year(s) 9-35	\$144,000.00
First Extension Option*	\$0.00**
Second Extension Option *	\$0.00**

*If exercised by Tenant pursuant to the terms of the Lease

**Tenant shall only be obligated to pay Additional Rent during the First Extension Option and the Second Extension Option, as applicable; provided, however, Tenant shall not be obligated to pay Additional Rent in excess of \$72,000.00 per annum during either the First Extension Option or the Second Extension Option, as applicable (the "Option Additional Rent Cap"). Any amounts of Additional Rent incurred by Landlord during any year of either the First Extension Option or the Second Extension Option in excess of the Option Additional Rent Cap shall not be due and payable by Tenant under this Lease.

ORDINANCE NO. 2020-08 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1017 LAKE AVENUE, 101 SOUTH EAST COAST STREET, AND A PORTION OF 202 SOUTH EAST COAST STREET CONSISTING OF APPROXIMATELY 2.0359 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT - EAST (TOD-E) AND ARTISANAL INDUSTRIAL (AI) ZONING DISTRICTS WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM AND TRANSFER OF DEVELOPMENT RIGHTS PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A MIXED USE URBAN PLANNED DEVELOPMENT CONSISTING OF 200 RESIDENTIAL UNITS, A 3,619 SQ. FT. COMMERCIAL STRUCTURE, AND A FIVE STORY PARKING GARAGE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider petitions relating to zoning and land development orders; and

WHEREAS, Chapter 23, Article 3, Division 6. – Planned Development of City of Lake Worth Beach's Land Development Regulations allows for the creation of planned development districts to incentivize innovative development through the utilization of incentive programs and flexible dimensional and use requirements that are defined within and occur in conformity with an approved master development plan; and

WHEREAS, the City Commission entered into a Letter of Intent (LOI) agreement with 1017 Lake Ave, LLC on February 18, 2020. The LOI states that the City intends to provide the developer certain financial incentives and density bonuses including but not limited to a mixed use urban planned development density bonus, and a 20.359 unit transfer development rights incentive; and

WHEREAS, 1017 Lake Ave, LLC (the Applicant), has petitioned the City of Lake Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District

to allow for the approval of a mixed use development on a site located at 1017 Lake Avenue, 101 South East Coast Street, and 202 South East Coast Street (PCNS 38-43-44-21-15-500-0030; 38-43-44-21-15-500-0010; and 38-43-44-28-44-001-0000) as further described in Exhibit A (the Property) within the TOD-E and AI Zoning District and the TOD Future Land Use designation, and if approved, shall constitute an amendment to the City's official zoning map; and

WHEREAS, the Applicant requests use of the City's Sustainable Bonus Incentive Program and Transfer of Development Rights Program to allow for additional height and density to be considered in conjunction with the Applicant's request for approval for a major site plan for the construction of a mixed use urban planned development currently known as "The Bohemian" that will contain a 200-unit multi-family development, a 3,619 square foot commercial structure, and a five story parking garage to be constructed on this site, collectively known and after as "The Bohemian";

WHEREAS, on May 20, 2020, the Lake Worth Beach Planning and Zoning Board (P&Z Board) considered the subject application for a Development of Significant Impact, Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit, Sustainable Bonus Incentive Program, and Transfer of Development Rights and recommended that the City Commission approve the creation of this mixed use urban planned development district; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the Development of Significant Impact, Mixed Use Urban Planned Development District, Major Site Plan, Sustainable Bonus Incentive Program, Conditional Use Permit, and Transfer of Development Rights, including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3.25.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby affirmed and ratified.

Section 2. The Mixed Use Urban Planned Development District located within the TOD-E and AI Zoning District with a future land use designation of TOD, as described more particularly in Exhibit A, is hereby approved. This approval includes the approval of the following elements to be known as the Master Development Plan: (a) Development of Significant Impact; (b) Mixed Use Urban Planned Development (c) Major Site Plan (d) Sustainable Bonus Incentive Program (e) Conditional Use Permit (f) Transfer of Development Rights; (g) district development standards (Exhibit B) (h) conditions of approval (Exhibit C); (i) required plans (Exhibit D); (j) supplemental supporting documents (Exhibit E), as well as all agreements, provision and/or covenants (Exhibit F) which shall govern the use, maintenance, and continued protection of the mixed use urban planned development and any of its common areas or facilities. The agreements may be approved

and amended by resolution. The Applicant is bound to all elements and requirements of the Master Development Plan.

Section 3. The City's zoning maps shall be updated to reflect the changes to the property described in Exhibit A.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

The passage of this ordinance on first reading was moved by Vice Mayor Amoroso, seconded by Commissioner Hardy and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Omari Hardy	AYE
Commissioner Herman Robinson	NAY

The Mayor thereupon declared this ordinance duly passed on first reading on the 9th day of June, 2020.

The passage of this ordinance on second reading was moved by Commissioner Maxwell, seconded by Vice Mayor Amoroso, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Omari Hardy	AYE
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this ordinance duly passed on the 30th day of June, 2020.

LAKE WORTH BEACH CITY COMMISSION

By:


Pam Triolo, Mayor

ATTEST:


Deborah M. Andrea, CMC, City Clerk