

**ORDINANCE NO. 2020- 54**

**CITY OF POMPANO BEACH  
Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FIRST BAPTIST CHURCH OF POMPANO BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

**WHEREAS**, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Ground Lease Agreement between the City of Pompano Beach and The First Baptist Church of Pompano Beach, Florida, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 28th day of April, 2020.

**PASSED SECOND READING** this 26th day of May, 2020.

DocuSigned by:  
*Rex Hardin*  
502CB780E6BF480...  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:  
*Asceleta Hammond*  
776B4288346A488...  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**



TAL  
3/9/2020  
L:ord/2020-166

***GROUND LEASE AGREEMENT***  
***Between***  
***THE CITY OF POMPANO BEACH***

***AND***

***THE FIRST BAPTIST CHURCH OF***  
***POMPANO BEACH***

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**THIS AGREEMENT** made and entered into this 1st day of June, 2020  
by and between:

**THE FIRST BAPTIST CHURCH OF POMPANO BEACH**, whose  
address is 138 NE 1<sup>st</sup> Street, Pompano Beach, Florida, (hereinafter  
referred to as “Lessor”)

**and**

**CITY OF POMPANO BEACH**, a municipal corporation, whose  
address is 100 West Atlantic Boulevard, Pompano Beach, Florida  
(hereinafter referred to as the “Lessee”),

**W I T N E S S E T H:**

**1. DEMISE; DESCRIPTION OF PREMISES.**

Lessor leases to Lessee, for the purpose of providing additional parking for patrons of surrounding commercial establishments, one hundred twenty-six (126) parking spaces from the Lessor’s Church parking lot, the portion of which is located and bounded by N.E. 1<sup>st</sup> street, N.E. First Avenue, N.E. 2<sup>nd</sup> Street and N.E. 2<sup>nd</sup> Avenue, and known as the CYAN Lot and the MAGENTA Lot and which are more specifically described premises in **Exhibit “A”** which is attached hereto and made a part hereof, and which are situated in the City of Pompano Beach, County of Broward, State of Florida. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

**2. TERM.**

**a.** The initial term of this Lease shall be for a period of five (5) years commencing on the date of execution of this Lease. As used in this Lease, the expression “term of Lease” refers to such initial term and to any extension of the initial term as provided in Paragraph 2.B. below.

**b.** Lessee, provided it is not in default of any terms or conditions of this Lease, shall have the option, if consented to by Lessor provided herein, to renew this Lease for up to five (5) additional terms (“Renewal Terms”), on the terms and conditions set forth in this Lease, by delivering to Lessor a written notice of its intention to renew the Lease no later than ninety (90) days prior to the end of the Term of the Lease then in effect

**c.** This lease (and any extensions) thereof, may be terminated with notice and without cause by the Lessee (CITY) and/or the Lessor (CHURCH) by providing a ninety (90) day written notice upon the party.

**3. RENT.**

**A. Rent.** The rental amounts for the Premises (“Rent”) shall be as follows:

**i.** The annual Rent for the first two years of this Ground Lease shall be \$18,144.00 per year to be paid in equal monthly installments in the amount of \$1,512.00 per month which equates to \$12.00 per parking space for the first two years of the Lease. Thereafter, commencing on the third year of the Lease and for each and every year thereafter (Years 4 and 5) the annual Lease will increase .50 cents per year per parking space. For Year 3 the fee will be \$12.50 or \$1,575.00 per month, for Year 4 the fee will be \$13.00 or \$1,638.00 per month, and Year 5 the fee will be \$13.50 or \$1,701.00 per month.

**B. Rent Payments.** Beginning on the first month of the First Renewal Term, Lessee shall make Rent payments in equal monthly installments, which will be due on the first day of each calendar month.

**4. USE OF PREMISES.**

**a.** The Lessee shall lease the property containing one hundred twenty six (126) parking spaces in the CYAN and MAGENTA lots, for use seven (7) days a week, 365 days a year except those days and times listed as exceptions in the Lease. Lessee shall also have access, if needed and at no additional costs, to the Red and Green Lot also identified in **Exhibit “A,”** when said lots are not in use by the Lessor. The Lessee will contract with a valet parking operator to deliver automobiles to and from the Property to businesses in the area and will manage the lot during the lease term periods for self- parking.

**b.** The parking plan as described in **Exhibit “A”** attached hereto and incorporated herein, depicts the entire existing parking lot and provides for approximately 269 parking spaces which represent the total number of existing spaces. The Lessee’s leased area does not include the parking area that is permanently available to the Church at all times as depicted in **Exhibit “A”** except as otherwise provided herein.

**c. Exceptions** – The following holidays will be exempt from Lessee’s use of the designated rented parking spaces and the same may be used by Lessor solely for it’s purposed with no further deduction in the rental pricing:

- Christmas Eve Services – 5:00 PM – 10:00 PM
- Christmas Day Services ( only in calendar year 2022)

- Sunday Services, and any other days and times listed in the Lease including, Monday and Wednesday evenings from 5:00 PM to 10:00 PM

Parties further agree that Lessor shall annually host one or more special events but no more than six (6) per year. Lessor agrees to give Lessee at least thirty (30) days' advance notice of the date and scheduling of such special events. Additionally, if Lessor requires said property to be used for weddings, Lessor shall provide a thirty (30) day advanced notice. Lessor retains the right to use said premises for purposes of funeral parking on an As-Needed basis without notice to the Lessee.

Lessor shall provide Lessee with a schedule of said special events no later than December 1<sup>st</sup> of each calendar year.

Lessee may use the Premises only for the permitted uses outlined herein. The Premises shall be used to provide for parking to patrons visiting surrounding area commercial establishments.

**d. Permits, Approvals and Fees.** It is understood and agreed that any construction or other improvements on the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments, and that Lessee shall be responsible for obtaining all necessary zoning and building permits and any other approvals or permits which may be required and shall pay all charges therefore. The Lessor shall cooperate with, support and join in, to the extent required, all necessary applications, site plan approval, building permits, variances, special exceptions and other approvals, permits, and licenses for the construction and use of Lessee's intended improvements, but shall bear no cost for the same.

**5. WARRANTIES OF TITLE AND QUIET POSSESSION.**

Lessor covenants that Lessor is seized of the Leased premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased premises during the term of this Lease.

**6. DELIVERY OF POSSESSION.**

If, for any reason whatsoever, Lessor cannot deliver possession of the Leased premises to Lessee at the commencement of the Lease term, as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession; in that event there shall be a proportionate reduction of rent covering the period between the commencement of the Lease term and the time when Lessor can deliver possession. However, in the event that Lessor cannot deliver possession by March 31, 2020, this Lease shall be voidable.

**7. USES PROHIBITED.**

Lessee shall not use or permit the Leased premises, or any part of them, to be used for any purpose other than the purpose for which the premises are Leased. No use shall be made or permitted to be made of the premises or acts done, that will cause a cancellation of any insurance policy covering the premises; nor shall Lessee sell, or permit to be kept,

used, or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the Leased premises.

**8. WASTE AND NUISANCE PROHIBITED.**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Leased premises, the breach of which might result in any penalty on Lessor. Lessee shall not commit or suffer to be committed any waste or nuisance on the Leased premises.

**9. ABANDONMENT OF PREMISES.**

Lessee shall not vacate or abandon the premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Leased premises, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except any property that may be encumbered to Lessor.

**10. LESSOR'S RIGHT OF ENTRY.**

a. Lessee shall permit Lessor and Lessor's agents and employees to enter the Leased premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises.

**11. SUBLETTING AND ASSIGNMENT.**

Lessee shall not assign or transfer this lease, or any interest in it, without Lessor's prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease. Should the Lessee desire to sublease any portion of the premises as described in the Lease, the Lessee must obtain the Lessor's approval in advance and in writing, and the Lessor's approval shall not be unreasonably withheld.

**12. NOTICES.**

a. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, with postage prepaid, and registered and addressed as follows:

**TO LESSOR:** The First Baptist Church of Pompano Beach, Florida  
138 N.E. 1<sup>st</sup> Street

Pompano Beach, Florida 33060  
Attention: Don Worden, Manager  
[don@fbcpompano.org](mailto:don@fbcpompano.org)

**TO LESSEE:** City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: Gregory P. Harrison, City Manager  
[Greg.Harrison@copbfl.com](mailto:Greg.Harrison@copbfl.com)

**Copy to:** City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: Mark E. Berman, City Attorney  
[Mark.Berman@copbfl.com](mailto:Mark.Berman@copbfl.com)

**Copy to:** City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33062  
Jeff Lantz, Parking Manager  
[Jeff.Lantz@copbfl.com](mailto:Jeff.Lantz@copbfl.com)     **and**

Suzette Sibble, Assistant City Manager  
[Suzette.Sibble@copbfl.com](mailto:Suzette.Sibble@copbfl.com)

**b.** The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

**13. TAXES AND ASSESSMENTS.**

In accordance with Florida Statute §196.196, such rental or service of Lessee shall be considered as part of the exempt purposes of the applicant. If the Broward County Property Appraiser determines that the area is not tax-exempt, the Lessee hereby agrees to be responsible for and pay any such taxes that are levied against the property solely attributable to the leased parking area as they fall due.

**14. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.**

**a. Maintenance Of Improvements.** Throughout the term of this Lease, Lessee shall provide the maintenance and operation of the leased area of the parking lot **only**. The Lessee shall continuously maintain and clean the area during the rental periods and will continuously provide for a clean and orderly appearance of the area. Lessee shall reimburse Lessor for forty percent (40%) of its direct monthly expense for parking lot landscape maintenance (referred to in **Exhibit “A”** attached hereto and incorporated herewith) for the leased area only. Lessor shall forward an itemized invoice of the landscape maintenance for the parking area leased by the City, from its vendor directly to Lessee for such reimbursement. The Lessee shall be responsible at Lessee’s

expense, for removing any and all leftover and derelict automobiles from the leased premises. A leftover or derelict vehicle is one that has not moved for a period of seventy-two (72) hours. The Lessee, at its own expense, shall erect necessary signage which shall provide notice to the public as to the rules of use for the parking lot. Such signage shall include language which shall prohibit the possession or consumption of alcoholic beverages on the leased premises. Said signage shall also identify the leased area in an effort to avoid Church members from utilizing the leased area during the rental period and hours, and reciprocally, if for use by the Church during the reciprocal hours and time periods.

**b. Damage To And Destruction Of Improvements.** The damage, destruction, or partial destruction of any improvement that is a part of the premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, Lessee shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Lessee for repair or replacement.

**15. INDEMNIFICATION OF LESSOR.**

**a.** Lessee shall indemnify and hold harmless, to the extent provided by law and without waiving any rights of Sovereign Immunity pursuant to Fla. Stat. §768.28, the Lessor against all claims, actions, lawsuits, judgments, loss, or damage for so long as the aforementioned Lease shall be in effect and for a minimum of four (4) years after the termination of the Lease. This clause shall survive the termination of the Lease.

**b.** Notwithstanding the above, Lessor shall cooperate in the defense of any legal actions by providing information to Lessee and by providing the compilation of data and documentation to the extent necessary and pertinent to the defense or prosecution of any legal action.

**16. INSURANCE.**

Lessee shall maintain General Liability Insurance naming the Lessor as an additionally insured. Lessee's general liability insurance shall be in a minimum amount of \$1 million per claim, \$3 million aggregate for claims arising out of a single occurrence. In addition, all subcontractors of the Lessee including construction contractors, valet parking operators and maintenance personnel shall provide General Liability, Worker's Compensation and other insurance in like amounts as Lessee, as required by law, also naming Lessee and Lessor as additionally insured. The Lessee shall provide a public liability insurance policy, in favor of both the Lessee and the Lessor and the Lessor shall be named as an additional insured, and the Lessee as "primary and noncontributory." The Lessee's insurance and Lessee's indemnification shall be in effect and applicable for the identified leased areas and for the days, times and all Lessee invitees and guest invitees' usage at all other non-scheduled times and includes those dates and times that are exempt under section 4 above. The purpose of said clause is to cover any claims that may arise by the use of the Lessee's invitees and guest invitees at times that are not scheduled by Paragraph 4.

**17. ATTORNEY'S FEES.**



If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of this Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

**18. REDELIVERY OF PREMISES.**

Upon the expiration or sooner termination of this Lease, Lessee shall surrender the premises to Lessor in good order and condition subject to the provision provided for herein. Any improvements and alterations made to the Premises by Lessee during the Term of the Lease shall remain on and be surrendered with the Premises at such time.

**19. REMEDIES CUMULATIVE.**

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

**20. PROHIBITION OF INVOLUNTARY ASSIGNMENT.**

Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in the improvements on the premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise, or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

**21. NOTICE OF DEFAULT.**

Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee thirty (30) days' written notice of the default and Lessee fails to cure the default within thirty (30) days or, if the default is of such a nature that it cannot be cured within such time, Lessee fails to commence to cure the default within the thirty (30) day period and thereafter diligently pursue it and complete the same within ninety (90) days.

**22. DEFAULT BY LESSEE.**

**a. Acts Constituting Default.** Lessee will be considered to be in default of this Lease if any one or more of the following events shall occur:

- i.** if Lessee fails to pay any Rent or any other payment due under this Lease within thirty (30) days after the same becomes due;
- ii.** if Lessee voluntarily abandons, deserts or vacates the Premises or discontinues its operation at the Church Parking Lot absent a force majeure;
- iii.** if Lessee fails to perform and observe each and every other promise, covenant and agreement set forth in this Lease, performed or observed prior to the later

of (a) thirty (30) days after Lessor gives written notice of such failure, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Lessee commences such performance during such thirty day period, and thereafter diligently pursues it, ninety (90) days after Lessor gives such notice.

**b. Remedies In Event Of Breach.**

**i.** In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies Lessor may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to reenter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease.

**ii.** No reentry or taking possession of the Leased premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of Lessor's intention to terminate this Lease is given to Lessee or unless the termination of the Lease is decreed by a court of competent jurisdiction.

**iii.** Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

**23. DEFAULT BY LESSOR.**

If Lessor fails to perform any obligation of Lessor hereunder on or before the later of (a) thirty (30) days after Lessee gives written notice that such performance is due, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Lessor commences such performance in such thirty day period and thereafter diligently pursues it, ninety (90) days after Lessee gives such notice, Lessor shall be deemed in default. Until such time, Lessor shall not be deemed to be in default and Lessee shall have no remedy against Lessor for such failure. Upon default, Lessee may (a) institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessee may, after thirty (30) days written notice of such intent to the Lessor, comply with the agreement or correct any such breach and the costs of such compliance shall be payable on demand by Lessor.

**24. EFFECT OF EMINENT DOMAIN.**

**a. Effect of total condemnation.** In the event the entire Leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability accruing under this Lease after that date.

**b. Effect of partial condemnation.**

**i.** In the event a portion of the Leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of the termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been appropriated or taken.

**ii.** In the event of partial taking and Lessee does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term shall continue in the manner provided for above in Paragraph 2.

**c. Condemnation Award.**

**i.** In the event of the termination of this Lease by reason of the total or partial taking of the premises by eminent domain, then in any condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking

**ii.** In the event of a partial taking of the premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Leased premises by Lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

**25. SURRENDER OF LEASE.**

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

**26. WAIVER.**

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of, any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant, condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor

shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

**27. EFFECT OF LESSEE'S HOLDING OVER.**

Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

**28. PARTIES BOUND.**

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease. All of the parties to this Lease shall be jointly and severally liable under the Lease.

**29. COORDINATOR.**

The parties agree that each will designate an individual as the contact person who shall be responsible to coordinate events at the subject property. The Lessor designates Don Worden and the Lessee designates City Manager Gregory P. Harrison, or their successors.

**30. CONTRACT CHANGES.**

The Parties agree, upon consent and approval of the City of Pompano Beach City Commission, that the City Manager will be authorized to have the limited authority to sign any renewals of this same lease for a maximum of five (5) renewals. The City Manager shall also have the limited authority to approve a maximum five percent (5%) increase of rental fees, for any approved renewals of the original lease.

**31. FLORIDA LAW.**

This Lease will be governed by the laws of the State of Florida, as to both interpretations and performance, with venue lying in Broward County, Florida.

**32. TIME OF THE ESSENCE.**

Time is of the essence of this Lease and of every covenant, term, condition, and provision of this Lease.

**33. SECTION CAPTIONS.**

The headings and captions contained in this Lease Agreement are inserted for convenience only and are not to be deemed part of or to be used in construing this Lease Agreement.

**34. ENTIRE AGREEMENT.**

This Lease Agreement, including the exhibits referred to herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease Agreement may be modified only by a written agreement signed by the parties hereto.

Executed on                 June 1, 2020                .

**THIS SPACE LEFT BLANK INTENTIONALLY**

**“LESSEE”:**

**CITY OF POMPANO BEACH  
CITY OF POMPANO BEACH**

DocuSigned by:  
By:  Rex Hardin   
802CB780EB3F180...  
REX HARDIN, MAYOR

DocuSigned by:  
By:  Gregory P. Harrison   
7052R67F15A44CB...  
GREGORY P. HARRISON, CITY MANAGER

Attest:  Asceleta Hammond   
775D4290316A490...  
ASCELETA HAMMOND  
CITY CLERK

Approved As To Form:  
DocuSigned by:  
 Mark Berman   
B4DD5E1CDAB0A1...  
MARK E. BERMAN  
CITY ATTORNEY

(SEAL)



**“LESSOR”**

Witnesses:

Lynne Canzio  
Signature

By: Don Worden  
Don Worden  
Assistant Pastor/Church Administrator

[Signature]  
Signature

Print Name DON WORDEN

Print Title: Church Administrator

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of March, 2020, by DON WORDEN, Assistant Pastor/Church Administrator on behalf of LESSOR First Baptist Church of Pompano Beach, who is/are personally known to me.

NOTARY'S SEAL:

Shannon Gaffney  
NOTARY PUBLIC, STATE OF FLORIDA  
Shannon Gaffney  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



TAL  
L:/Agr/CRA/First Baptist/5 year Ground Lease 3/23/2020

### EXHIBIT "A"

EXISTING PARKING 269 SPACES (INCLUDES 6 PARALLEL)



February 13, 2020



Flight Date : Jan. 2 to Jan. 29, 2019  
Base Aerial: Broward County Property Appraiser

