

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 8, 2008 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a First Amendment to Lease Agreement with Marwan and Suhair Ghali and the City of Boynton Beach (R2005-1711);
- B) a First Amendment to Lease Agreement with Blanche H. Girtman and the City of Boynton Beach (R2005-1713); and
- C) a Notice of Cancellation of Lease Agreement with James Johnson, Jr. and the City of Boynton Beach (R2005-1712).

Summary: The County, on behalf of the Cooperative Extension Service Department, entered into separate Lease Agreements with the City of Boynton Beach and (i) Marwan and Suhair Ghali, (ii) Blanche H. Girtman, and (iii) James Johnson, Jr. The properties are located near the intersection of Martin Luther King, Jr. Boulevard and Seacrest Boulevard in Boynton Beach and are used in the operation of Cooperative Extension's 4-H community garden program. The First Amendments provide for the assignment of the County's rights and obligations under the Lease Agreements to the City of Boynton Beach and releases the County from all further obligations under the Lease Agreements. The Notice of Cancellation provides for the (i) cancellation of the Lease Agreement effective sixty (60) days after receipt of notice, and (ii) County's release from all obligations under the Lease Agreement. The loss of funding from the 4-H program for these community gardens has resulted in the County discontinuing the program in Boynton Beach. (PREM) District 7 (HJF)

Background and Justification: The Cooperative Extension Service Department's 4-H Program was involved in developing community gardens in inner cities and other areas. The County leased the three (3) properties for use as community gardens so the County's 4-H program participants could use the garden plots. The City of Boynton Beach has been providing irrigation services and maintenance to the property outside of the fenced garden areas. Property owners Ghali and Girtman signed the First Amendment accepting the terms. Property owner James Johnson, Jr. wants to cancel the Lease Agreement. The First Amendments and the Notice of Cancellation provide for the County's release from all obligations and rights under the Lease Agreements. The term of the Lease Agreements was for one (1) year, effective February 5, 2005, with automatic annual renewals commencing February 5, 2006. The term of the Lease Agreement with Johnson was for one (1) year, effective March 11, 2005, with automatic annual renewals commencing March 11, 2006. The rental rate for the Leases is \$1 per year.

Attachments:

- 1. Location Map
- 2. First Amendment to Lease Agreement (Ghali)
- 3. First Amendment to Lease Agreement (Girtman)
- 4. Notice of Cancellation of Lease Agreement

Recommended By: [Signature] Department Director Date: 6/19/08  
Approved By: [Signature] County Administrator Date: 7/3/08

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>- 0 -</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>	<b><u>_____</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

No Fiscal Impact.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

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 OFMB  
 88  
 6/30/08  
 6/30/08  
 CN 6/30/08

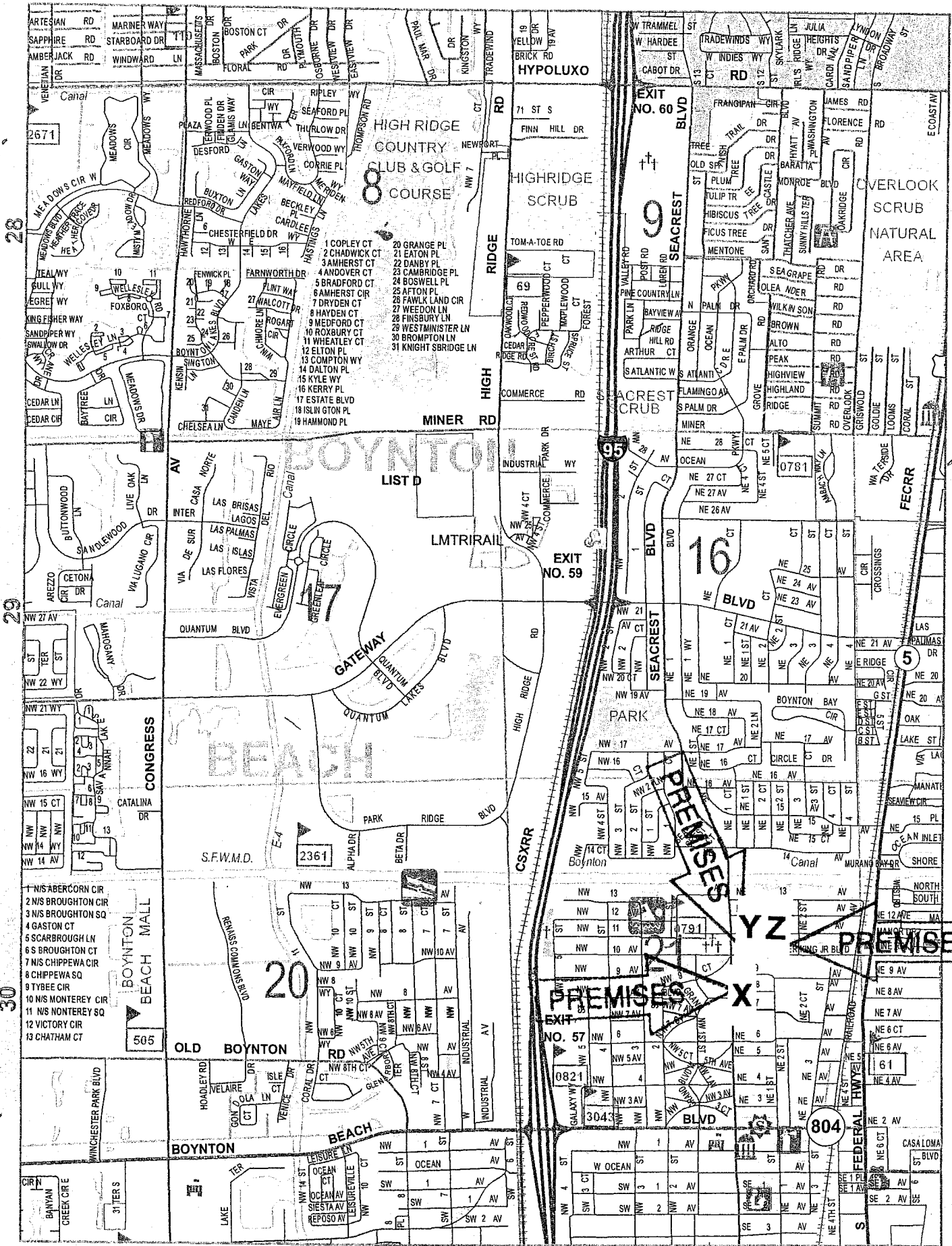
Dr. J. Jones 7/1/08  
 Contract Development and Control  
 B. Jones 6/30/08

**B. Legal Sufficiency:**  
Jenna Buba for 7/3/08  
 Assistant County Attorney  
 Howard Wilson

These Amendments and the  
 Cancellation comply with  
 our review requirements.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**



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# ATTACHMENT #1

**X = JAMES JOHNSON, JR**

**Y = MARWAN & SUHAIR GHALI**

**Z = BLANCHE H. GIRTMAN**

## LOCATION MAP



**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made and entered into \_\_\_\_\_ by MARWAN GHALI and SUHAIR GHALI, property owners, hereinafter referred to as "Landlord", and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the Cooperative Extension Services Department, hereinafter referred to as "County", and the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, located at North Seacrest Boulevard, Boynton Beach, Florida 33435, which property is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, County leases the Property from Landlord pursuant to the Lease Agreement between Landlord and County and City, dated September 13, 2005 (R2005-1711) (the "Lease"); and

**WHEREAS**, the parties desire to amend the Lease to provide for the assignment of County's rights and obligations under the Lease to City and to release County from all obligations under the Lease.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.
3. The Lease is hereby modified to assign all of County's rights and obligations under the Lease to City. By execution of this First Amendment, City accepts the assignment from County and assumes all of County's rights and obligations under the Lease.
4. The Lease is hereby modified to release County from all obligations under the Lease. By execution of this First Amendment, Landlord consents to County's assignment to City of its rights and obligations under the Lease, the assumption by City of County's rights and obligations under the Lease, and Landlord agrees that County is hereby released from the Lease and all obligations thereunder.
5. This First Amendment shall become effective upon execution by all parties and approval by the Palm Beach County Board of County Commissioners.
6. All other terms and conditions of the Lease remain unchanged.

IN WITNESS WHEREOF, the Landlord, County, and City have executed this First Amendment, or have caused the same to be executed, as of the day and year first written above.

WITNESS:

Willie Webb  
Witness Signature (as to both)

Willie Webb  
Print Witness Name

Radi Gali  
Witness Signature (as to both)

RADI GALI  
Print Witness Name

LANDLORD:

Marwan Ghali  
Marwan Ghali

Suhair Ghali  
Suhair Ghali

ATTEST:

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

COUNTY:

**PALM BEACH COUNTY**, a  
political subdivision of the State of Florida

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO TERMS  
AND CONDITIONS

Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

CITY:  
CITY OF BOYNTON BEACH

Janet M. Praino  
City Clerk

By: Jerry Taylor  
Mayor

APPROVED AS TO FORM:

J. Alexano  
Office of the City Attorney



Signed and delivered  
in the presence of:

Elizabeth Jones  
Witness Name

Elizabeth Jones  
Print Witness Name


[Signature]  
Witness Name

Stephanie J. KAYIN  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

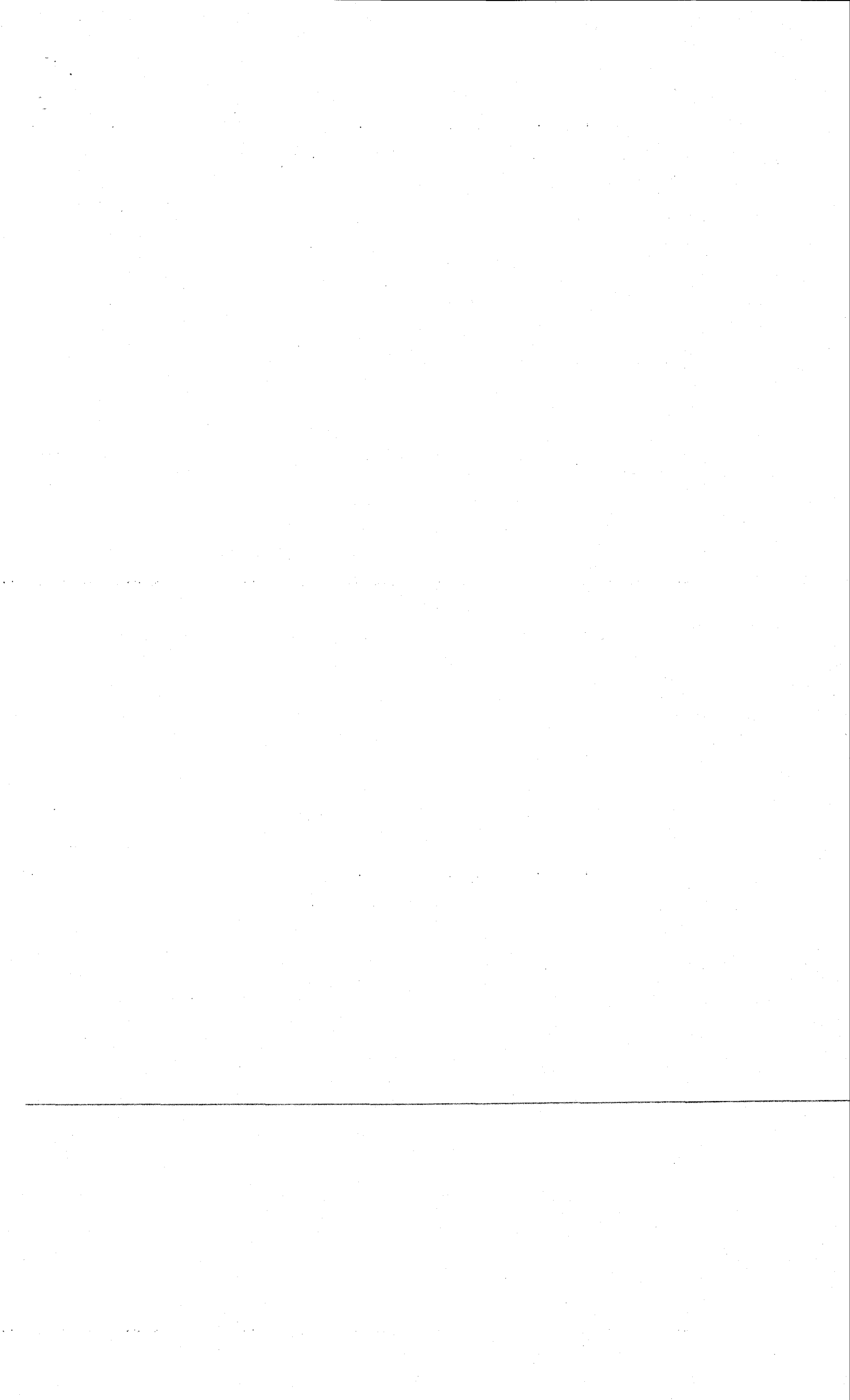
I HEREBY CERTIFY that on this 24th day of April, 2008,  
before me personally appeared JERRY TAYLOR, Mayor, personally known  
to me or who produced \_\_\_\_\_ as identification and who  
did ( ) did not (X) take an oath and who executed the foregoing instrument and  
acknowledged before me that he executed the same for the purposes therein.

Judith A. Pyle  
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA  
 Judith A. Pyle  
Commission # DD421091  
Expires: APR. 21, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

JUDITH A. Pyle  
Print Name

Commission No. DD 421091  
My Commission Expires: 4/21/09





MLK Community Garden





EXHIBIT "A"  
PROPERTY

FRANK WEBER ADD W 39 FT OF LT 12  
(LESS S 20 FT & TRGLR PT RD R/W) BLK 1

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**RESOLUTION R08- 051**

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**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF BOYNTON BEACH, FLORIDA,  
AUTHORIZING THE MAYOR TO EXECUTE THE  
FIRST AMENDMENT TO LEASE AGREEMENTS  
BETWEEN THE CITY OF BOYNTON BEACH, PALM  
BEACH COUNTY AND MARWAN GHALI, AND  
BLANCHE GIRTMAN, AND PROVIDING AN  
EFFECTIVE DATE.**

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**WHEREAS,** on June 21, 2005, the City entered into a Lease Agreement with Palm Beach County and property owners Marwan Ghali, Blanche Girtman and James Johnson, Jr., to establish a Community Garden Program; and

**WHEREAS,** Palm Beach County is requesting to cancel the lease arrangements for the Community Gardens as they no longer have the staff position nor the grant funding that they had when the gardens were established; and

**WHEREAS,** the First Amendment to Lease Agreement is to release Palm Beach County from all obligations under the lease; and

**WHEREAS,** the City Staff recommends the approval of the two First Amendment to Community Garden Lease Agreements between the City of Boynton Beach, Palm Beach County and Marwan Ghali, and Blanche H. Girtman.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize and direct the Mayor and City Clerk to execute two First Amendment to

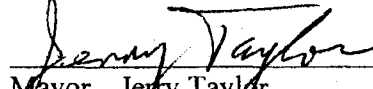
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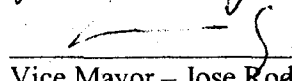
Community Garden Lease Agreements between the City of Boynton Beach, Palm Beach County and Marwan Ghali, and Blanche H. Girtman, a copy of each Agreement is attached hereto as Exhibit "A" and "B", respectively.

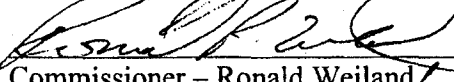
Section 3. This Resolution will become effective immediately upon passage.

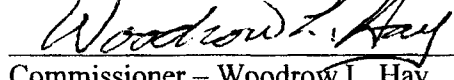
**PASSED AND ADOPTED** this 15 day of April, 2008.

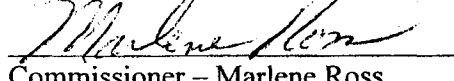
CITY OF BOYNTON BEACH, FLORIDA

  
\_\_\_\_\_  
Mayor - Jerry Taylor

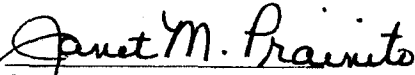
  
\_\_\_\_\_  
Vice Mayor - Jose Rodriguez

  
\_\_\_\_\_  
Commissioner - Ronald Weiland

  
\_\_\_\_\_  
Commissioner - Woodrow L. Hay

  
\_\_\_\_\_  
Commissioner - Marlene Ross

ATTEST:

  
\_\_\_\_\_  
Janet M. Prainito, CMC  
City Clerk

(Corporate Seal)

R2005 1711  
SEP 13 2005

R05-098

\*\*\*\*\*

**LEASE AGREEMENT**

between

**MARWAN GHALI and SUHAIR GHALI**  
**(Landlord)**

and

**PALM BEACH COUNTY, FLORIDA**  
**(County)**

and

**THE CITY OF BOYNTON BEACH**  
**(City)**

\*\*\*\*\*

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made and entered into \_\_\_\_\_, by and between **MARWAN GHALI and SUHAIR GHALI** property owners, hereinafter referred to as "Landlord" of 9333 Laurel Green Drive and 9327 Laurel Green Drive, Boynton Beach, Florida 33437 respectively, whose Social Security Number is [REDACTED] and [REDACTED], respectively, and **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the Cooperative Extension Services Department, hereinafter referred to as "County", and the **CITY OF BOYNTON BEACH**, a municipal corporation, hereinafter referred to as "City".

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

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, located at North Seacrest Boulevard, Boynton Beach, Florida 33435, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property" ); and

**WHEREAS**, the County desires to lease the Property as hereinafter defined for the purpose of developing community gardens through County's 4-H Youth Development Program; and

**WHEREAS**, City has agreed to assume the responsibility for maintenance of certain areas of the Property, as depicted on Exhibit "B" attached hereto and made a part hereof ("Property Sketch-Area of City Responsibility"), leased by Landlord to the County; and

**WHEREAS**, Landlord is willing to lease the Property to the County for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County and City to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the Property upon the following terms and conditions:

### **ARTICLE I BASIC LEASE PROVISIONS**

#### **Section 1.01 Premises.**

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

#### **Section 1.02 Length of Term and Commencement Date.**

The term of this Lease shall commence on the February 5, 2005 (the "Commencement Date"), and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated

pursuant to the provisions of this Lease. The term of this Lease shall be automatically renewed for successive one (1) year periods unless either the County or Landlord provides the other party with notice of its intent not to renew this Lease at least sixty (60) days prior to the expiration of the current Term of this Lease. Additionally, either County, City or Landlord may cancel this Lease for any reason whatsoever upon sixty (60) days prior written notice to the other parties, whereupon the parties shall be relieved of all further obligations hereunder.

## **ARTICLE II RENT**

### **Section 2.01 Annual Rent.**

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of One Dollar(\$1.00). This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein. All rental payments shall be made to the Landlord at the address specified in Section 15.04 herein.

### **Section 2.02 Payment.**

County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent.

## **ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

### **Section 3.01 Use of Premises.**

The Premises shall be used for the establishment and operation of the 4-H Community Garden Program. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

### **Section 3.02 Conduct.**

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises in order to conform therewith.

### **Section 3.03 Hazardous Substances.**

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

**Section 3.04 Surrender of Premises.**

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

**ARTICLE IV  
ALTERATION OF LEASED PREMISES**

**Section 4.01 Landlord's Work.**

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

**Section 4.02**

**(a)(1) County's Work.**

County shall be entitled to make alterations, improvements, or additions to the Premises consistent with the use as a community garden program, (hereinafter, collectively 'Alterations') at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

**(a)(2) City's Work**

City shall be entitled to make Alterations with respect to the installation of irrigation and irrigation meters on the Premises at its sole cost and expense. City agrees and acknowledges that all City's Alterations installed on the Premises by city, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of City, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. All such work done by City in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Landlord shall not be liable for accidents caused by said improvements or accidents caused by increased activity on the Premises due to the Community Garden Program.

**(b) Construction Liens.**

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any

work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

## **ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES**

### **Section 5.01 Responsibility of County.**

County shall, at all times during the Term of this Lease, and at its own cost and expense, repair, replace and maintain in a good, safe and substantial condition, all improvements on the land including any fence that County may install which may surround the Premises and any improvements, additions, and alterations to the Premises, and County shall use all reasonable precautions to prevent waste, damage or injury to the Premises. While the replacement of sprinkler heads inside the fenced in area is the responsibility of the City pursuant to Section 5.02, County is responsible for the cost of the replacement heads. In the event that the City incurs costs for the replacement of sprinkler heads, City shall submit invoices for reimbursement to the attention of the Director of the Cooperative Extension Service at the address set forth in Section 15.04(b).

### **Section 5.02 Responsibility of the City of Boynton Beach.**

City shall be responsible for and shall maintain the area of the Premises outside the fenced portion of the garden as depicted on Exhibit "B" attached hereto and made a part hereof, and, shall be responsible for the irrigation of the entire Premises. City shall indemnify County, to the extent provided in Article XVI below, in the event that City fails to comply with the obligations contained herein.

### **Section 5.03 Hazardous Substance Indemnification by Landlord**

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

## **ARTICLE VI INSURANCE**

### **Section 6.01 Liability Insurance.**

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by



Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

**Section 6.02 Personal Property.**

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

**ARTICLE VII  
DAMAGE OR DESTRUCTION OF PREMISES AND/OR  
COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises render untenable shall be abated from the date of such casualty until completion of such restoration.

**ARTICLE VIII  
UTILITIES AND SERVICES**

Landlord shall provide water, sewer, electricity, and gas to the Premises boundary, at Landlord's sole cost and expense. Landlord warrants that all utility accounts and bills have been paid in full at the commencement of this Lease. County shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for gas, electricity, trash collection and removal and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises. County shall be responsible and pay for all water charges for water used or consumed in the operation of this Lease.

**ARTICLE IX  
ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be released from any

further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease Agreement.

## **ARTICLE X DEFAULT**

### **Section 10.01      Default by County.**

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertake such cure within such period and the Landlord is so notified, this Lease will continue.

### **Section 10.02      Default by Landlord.**

Landlord shall be in default of this Lease if Landlord shall fail 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 County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

## **ARTICLE XI ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice

prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

**ARTICLE XII  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason upon sixty (60) days prior written notice to the other parties, whereupon the parties shall be relieved of all further obligation hereunder. Further, all obligations of City hereunder are subject to and contingent upon annual budgetary funding by the City of Boynton Beach Commission, and, City shall have the right to cancel its obligations under this Lease for budgetary reasons upon sixty (60) days prior written notice to the other parties, whereupon City shall be relieved of all further obligations hereunder arising subsequent to such termination.

**ARTICLE XIII  
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV  
CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

**ARTICLE XV  
MISCELLANEOUS**

**Section 15.01 Waiver, Accord and Satisfaction.**

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

**Section 15.02 Public Entity Crimes.**

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

**Section 15.03 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

**Section 15.04 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to all parties hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax, if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:  
Marwan Ghali  
9333 Laurel Green Drive  
Boynton Beach, Fl. 33437-3319  
Fax 561-\_\_\_\_-\_\_\_\_

Suhair Ghali  
9327 Laurel Green Drive  
Boynton Beach, Fl. 33437  
Fax 561-\_\_\_\_-\_\_\_\_

(b) If to the County at:  
  
Palm Beach County  
Cooperative Extension Service  
559 North Military Trail  
West Palm Beach, Florida 33415  
Attn: Audrey Norman  
Fax 561-233-1761

with a copy to:

Property and Real Estate Management Division  
Attn: Director  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544  
Fax 561-233-0210  
Telephone 561-233-0217

(c) If to the City at:  
  
City of Boynton Beach  
100 E Boynton Beach Boulevard  
P. O. Box 310  
Boynton Beach, Fl. 33425-0310  
Attn.: Dan DeCarlo, Director of Development  
Fax 561-742-6285

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 15.05 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 15.06 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to

persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 15.07 Captions.**

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

**Section 15.08 Recording.**

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

**Section 15.09 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 THIS LEASE.

**Section 15.10 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 15.11 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.

**Section 15.12 Benefit and Binding Effect.**

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

**Section 15.13 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 County's public health unit.

**Section 15.14 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15.15 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 15.16 Construction.**

No party shall be considered the author of this Agreement 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 Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 15.17 Incorporation by References.**

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

**Section 15.18 Effective Date of Agreement.**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**ARTICLE XVI  
INDEMNITY**

Landlord shall protect, defend, reimburse and indemnify and hold harmless County and the City, their agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from the acts or omissions of Landlord.

County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under such circumstances in which the County, if a private person, would be liable under the general laws of this State.

City shall be liable for its own actions and negligence and shall indemnify and hold harmless the County against any actions, claims, or damages arising out of City's negligent, willful or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the City to indemnify the County for County's negligence, willful, or intentional acts or omissions.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**



IN WITNESS WHEREOF, Landlord, City and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Radi Gali  
Witness Signature, As to both

RADI GALI  
Print Witness Name  
Daniel DeLato  
Witness Signature As to both

Daniel C DeLato  
Print Witness Name

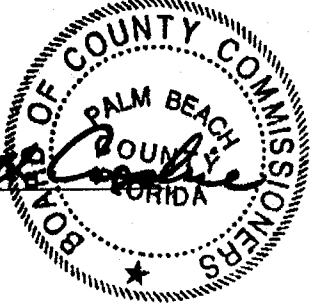
LANDLORD:

Marwan Ghali  
Marwan Ghali

Suhair Ghali  
Suhair Ghali

WITNESS:

SHARON R. BOCK,  
CLERK & COMPTROLLER

By: Judith Coakley  


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida

By: Tony Masilotti  
Tony Masilotti, Chairman

R2005 1711 SEP 13 2005

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Department Director

ATTEST:

CITY OF BOYNTON BEACH

Janet M. Prainito  
City Clerk

By: [Signature]  
Vice Mayor



APPROVED AS TO FORM:

DNTR 6/23/05  
Office of the City Attorney

Signed and delivered  
in the presence of:

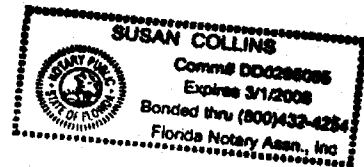
Judith A. Pyle  
Witness Name  
JUDITH A. PYLE  
Print Witness Name

Maqueline Manue  
Witness Name  
MAQUELINE MANUE  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HERBY CERTIFY that on this 24<sup>th</sup> day of June 2005, before me personally appeared Mac McCray, Vice Mayor, personally known to me or who produced \_\_\_\_\_ as identification and who did  did not  take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.

Susan Collins  
Notary Public, State of Florida  
SUSAN COLLINS  
Print Name  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**SCHEDULE OF EXHIBITS**

**EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT "B" - PROPERTY SKETCH-AREA OF CITY  
RESPONSIBILITY**

**EXHIBIT "A"**

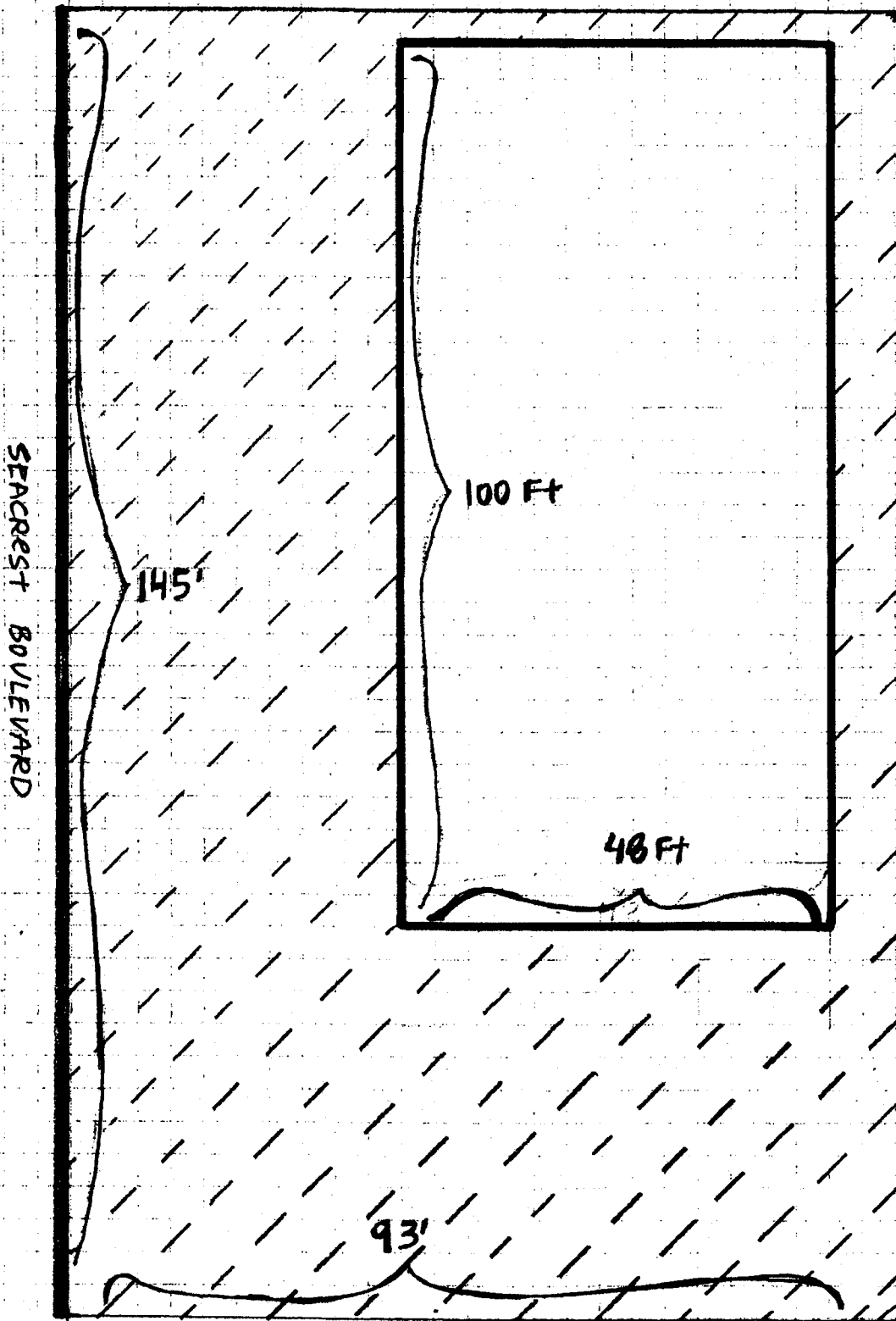
**LEGAL DESCRIPTION OF THE "PROPERTY"**

**THE WEST 39' OF LOT 12, LESS SOUTH 20' AND A TRIANGULAR PART FOR ROAD RIGHT-OF-WAY, BLOCK 1, FRANK WEBBER ADDITION TO BOYNTON, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 9, PAGE 3 AS RECORDED IN OFFICIAL RECORD BOOK 8303, PAGE 692 OF THE RECORDS OF PALM BEACH COUNTY, FLORIDA.**

**PROPERTY CONTROL NO. 08-43-45-21-25-001-0121**


EXHIBIT "B"


PROPERTY SKETCH-AREA OF CITY RESPONSIBILITY



GIRTMAN &  
GHALI  
PROPERTIES



 = AREA OF CITY RESPONSIBILITY

 = AREA OF COUNTY RESPONSIBILITY

DR. MARTIN LUTHER KING JR BLVD

**FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the "First Amendment") is made and entered into \_\_\_\_\_ by BLANCHE H. GIRTMAN, property owner, hereinafter referred to as "Landlord", and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the Cooperative Extension Services Department, hereinafter referred to as "County", and the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, located at North Seacrest Boulevard, Boynton Beach, Florida 33435, which property is legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, County leases the Property from Landlord pursuant to the Lease Agreement between Landlord and County and City, dated September 13, 2005 (R2005-1713) (the "Lease"); and

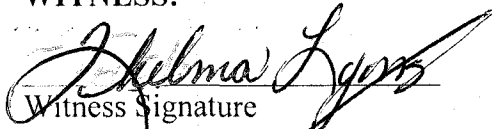
**WHEREAS**, the parties desire to amend the Lease to provide for the assignment of County's rights and obligations under the Lease to City and to release County from all obligations under the Lease.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Terms not defined herein shall have the same meaning as ascribed to them in the Lease.
3. The Lease is hereby modified to assign all of County's rights and obligations under the Lease to City. By execution of this First Amendment, City accepts the assignment from County and assumes all of County's rights and obligations under the Lease.
4. The Lease is hereby modified to release County from all obligations under the Lease. By execution of this First Amendment, Landlord consents to County's assignment to City of its rights and obligations under the Lease, the assumption by City of County's rights and obligations under the Lease, and Landlord agrees that County is hereby released from the Lease and all obligations thereunder.
5. This First Amendment shall become effective upon execution by all parties and approval by the Palm Beach County Board of County Commissioners.
6. All other terms and conditions of the Lease remain unchanged.

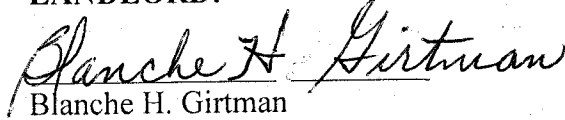
IN WITNESS WHEREOF, the Landlord, County, and City have executed this First Amendment, or have caused the same to be executed, as of the day and year first written above.

WITNESS:

  
Witness Signature

THELMA LYONS  
Print Witness Name

LANDLORD:

  
Blanche H. Girtman

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

ATTEST:

**SHARON R. BOCK  
CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

COUNTY:

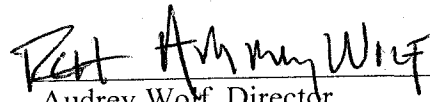
**PALM BEACH COUNTY**, a  
political subdivision of the State of Florida

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

  
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

CITY:  
CITY OF BOYNTON BEACH

Janet M. Praenito  
City Clerk

By: Jerry Taylor  
Mayor

APPROVED AS TO FORM:

J. Alvarado  
Office of the City Attorney

(City Seal)



Signed and delivered  
in the presence of:

Elizabeth Jones  
Witness Name


Elizabeth Jones.  
Print Witness Name

Styrene Dr  
Witness Name

Stephanie D. KAHN  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 24th day of April 2008,  
before me personally appeared JERRY TAYLOR Mayor, personally known  
to me or who produced \_\_\_\_\_ as identification and who  
did ( ) did not () take an oath and who executed the foregoing instrument and  
acknowledged before me that he executed the same for the purposes therein.

NOTARY PUBLIC-STATE OF FLORIDA  
 Judith A. Pyle  
Commission # DD421091  
Expires: APR. 21, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Judith A. Pyle  
Notary Public, State of Florida  
JUDITH A. PYLE  
Print Name

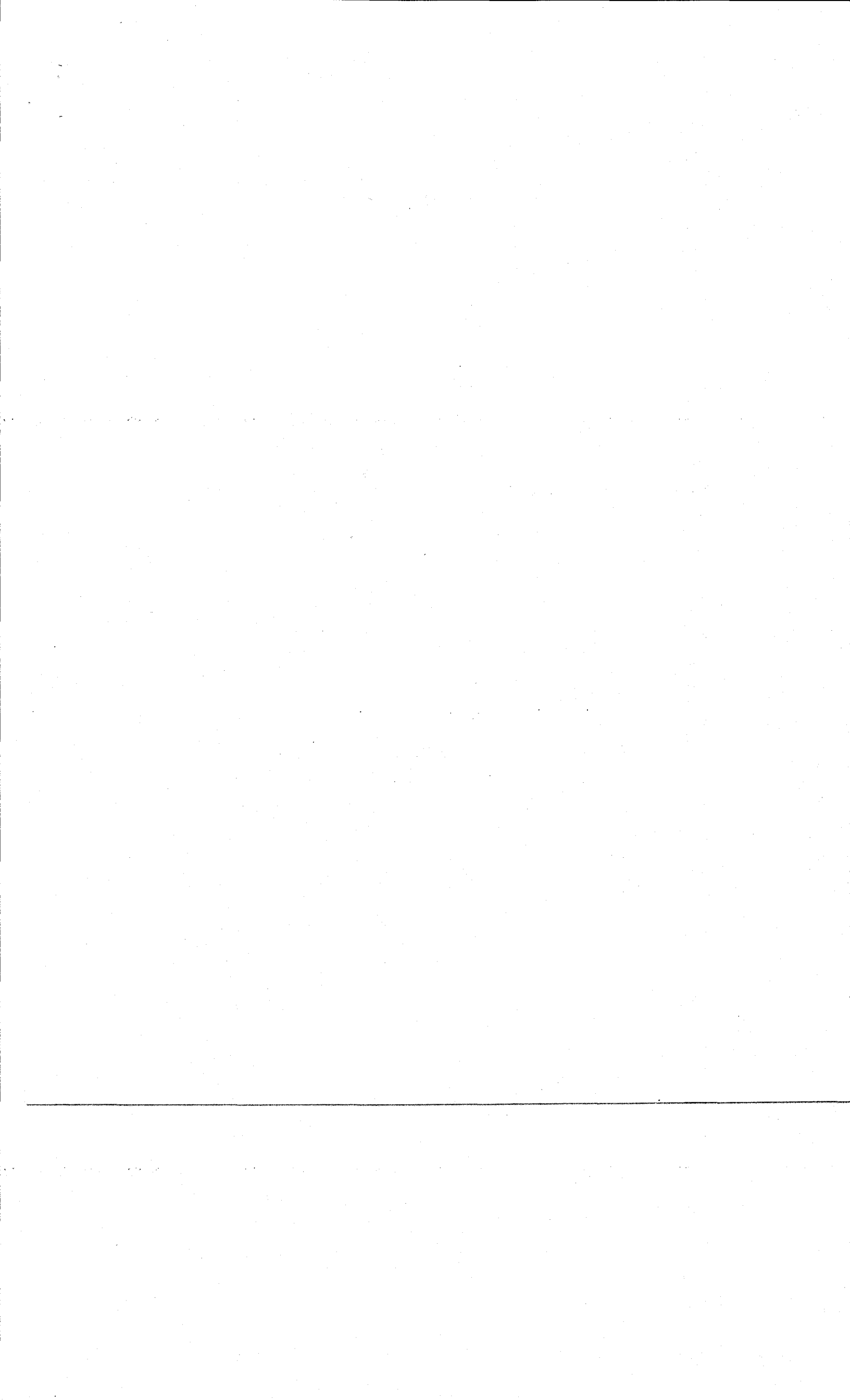
Commission No. DD 421091  
My Commission Expires: 4/21/09



EXHIBIT "A"  
PROPERTY

FRANK WEBER ADD LT 11 & E 11 FT OF  
LT 12 (LESS S 20 FT R/W 10<sup>TH</sup> AVE) BLK 1

---





MLK Community Garden



RESOLUTION R08- 051

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO LEASE AGREEMENTS BETWEEN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY AND MARWAN GHALI, AND BLANCHE GIRTMAN, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 21, 2005, the City entered into a Lease Agreement with Palm Beach County and property owners Marwan Ghali, Blanche Girtman and James Johnson, Jr., to establish a Community Garden Program; and

WHEREAS, Palm Beach County is requesting to cancel the lease arrangements for the Community Gardens as they no longer have the staff position nor the grant funding that they had when the gardens were established; and

WHEREAS, the First Amendment to Lease Agreement is to release Palm Beach County from all obligations under the lease; and

WHEREAS, the City Staff recommends the approval of the two First Amendment to Community Garden Lease Agreements between the City of Boynton Beach, Palm Beach County and Marwan Ghali, and Blanche H. Girtman.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission.

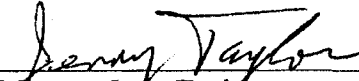
Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize and direct the Mayor and City Clerk to execute two First Amendment to

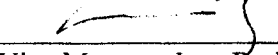
1 Community Garden Lease Agreements between the City of Boynton Beach, Palm Beach  
2 County and Marwan Ghali, and Blanche H. Girtman, a copy of each Agreement is attached  
3 hereto as Exhibit "A" and "B", respectively.

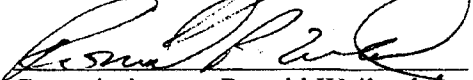
4 Section 3. This Resolution will become effective immediately upon passage.

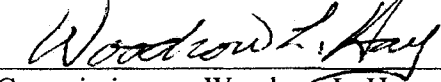
5 **PASSED AND ADOPTED** this 15 day of April, 2008.

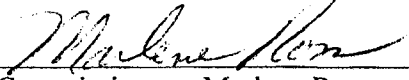
6  
7 CITY OF BOYNTON BEACH, FLORIDA

8  
9   
10 Mayor - Jerry Taylor

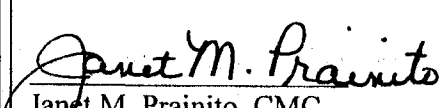
11  
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13 Vice Mayor - Jose Rodriguez

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15   
16 Commissioner - Ronald Weiland

17  
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19 Commissioner - Woodrow L. Hay

20  
21   
22 Commissioner - Marlene Ross

23 ATTEST:

24  
25  
26   
27 Janet M. Prainito, CMC  
28 City Clerk

29  
30  
31 (Corporate Seal)  
32  
33  
34

**R2005 1713**

SEP 13 2005

R05-098

\*\*\*\*\*

**LEASE AGREEMENT**

between

**BLANCHE H. GIRTMAN**  
(Landlord)

and

**PALM BEACH COUNTY, FLORIDA**

(County)

and

**THE CITY OF BOYNTON BEACH**

(City)

\*\*\*\*\*

R2005 1713

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into SEP 13 2005, by and between **BLANCHE H. GIRTMAN** property owner, hereinafter referred to as "Landlord" of 912 N.W. 3<sup>rd</sup> Street, P.O. Box 1552, Boynton Beach, Florida 33425-1552, and **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the Cooperative Extension Services Department, hereinafter referred to as "County", and the **CITY OF BOYNTON BEACH**, a municipal corporation, hereinafter referred to as "City".

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, located at North Seacrest Boulevard, Boynton Beach, Florida 33436,, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

**WHEREAS**, the County desires to lease the Property as hereinafter defined for the purpose of developing community gardens through County's 4-H Youth Development Program; and

**WHEREAS**, City has agreed to assume the responsibility for maintenance of certain areas of the Property, as depicted on Exhibit "B" attached hereto and made a part hereof ("Property Sketch-Area of City Responsibility"), leased by Landlord to the County; and

**WHEREAS**, Landlord is willing to lease the Property to the County for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County and City to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the Property upon the following terms and conditions:

**ARTICLE I  
BASIC LEASE PROVISIONS**

**Section 1.01 Premises.**

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

**Section 1.02 Length of Term and Commencement Date.**

The term of this Lease shall commence on the February 5, 2005 (the "Commencement Date"), and shall extend for a period of one (1) year thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease shall be automatically renewed for successive one (1) year periods unless either the County or Landlord provides the other party with notice of its intent not to renew this Lease at least sixty (60) days prior to the expiration of the current Term of this Lease. Additionally, either County, City or Landlord may cancel this Lease for any reason whatsoever upon sixty (60) days prior written notice to the other parties, whereupon the parties shall be relieved of all further obligations hereunder.

**ARTICLE II  
RENT**

**Section 2.01 Annual Rent.**

County shall pay Landlord for the use and occupancy of the Premises an annual gross rental of One Dollar(\$1.00). This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein. All rental payments shall be made to the Landlord at the address specified in Section 15.04 herein.

**Section 2.02 Payment.**

County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with Annual Rent.

**ARTICLE III  
CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

**Section 3.01 Use of Premises.**

The Premises shall be used for the establishment and operation of the 4-H Community Garden Program. County shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of Landlord which consent shall not be unreasonably withheld. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises.

**Section 3.02 Conduct.**

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises in order to conform therewith.



**Section 3.03 Hazardous Substances.**

County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

**Section 3.04 Surrender of Premises.**

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

**ARTICLE IV  
ALTERATION OF LEASED PREMISES**

**Section 4.01 Landlord's Work.**

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

**Section 4.02**

**(a)(1) County's Work.**

County shall be entitled to make alterations, improvements, or additions to the Premises consistent with the use as a community garden program, (hereinafter, collectively 'Alterations') at its sole cost and expense. County agrees and acknowledges that all County's Alterations installed on the Premises by County, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of County, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

**(a)(2) City's Work.**

City shall be entitled to make Alterations with respect to the installation of irrigation and irrigation meters on the Premises at its sole cost and expense. City agrees and acknowledges that all City's Alterations installed on the Premises by City, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of City, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. All such work done by City in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

Landlord shall not be liable for accidents caused by said improvements or accidents caused by increased activity on the Premises due to the Community Garden Program.

**(b) Construction Liens.**

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of County.**

County shall, at all times during the Term of this Lease, and at its own cost and expense, repair, replace and maintain in a good, safe and substantial condition, all improvements on the land including any fence that County may install which may surround the Premises and any improvements, additions, and alterations to the Premises, and County shall use all reasonable precautions to prevent waste, damage or injury to the Premises. While the replacement of sprinkler heads inside the fenced in area is the responsibility of the City pursuant to Section 5.02, County is responsible for the cost of the replacement heads. In the event that the City incurs costs for the replacement of sprinkler heads, City shall submit invoices for reimbursement to the attention of the Director of the Cooperative Extension Service at the address set forth in Section 15.04(b).

**Section 5.02 Responsibility of the City of Boynton Beach.**

City shall be responsible for and shall maintain the area of the Premises outside the fenced portion of the garden as depicted on Exhibit "B" attached hereto and made a part hereof, and, shall be responsible for the irrigation of the entire Premises. City shall indemnify County, to the extent provided in Article XVI below, in the event that City fails to comply with the obligations contained herein.

**Section 5.03 Hazardous Substance Indemnification by Landlord**

Landlord hereby represents and warrants to County that there is not located in, on, upon, over, or under the Premises: (i) asbestos in any form; (ii) urea formaldehyde foam insulation; (iii) polychlorinated biphenyls; or (iv) any other chemical, material, or substance which is prohibited, limited, or regulated by federal, state, county, regional, or local authority. If said substance(s) exist, Landlord shall promptly remove said substance(s) at Landlord's sole cost and expense. County shall be fully responsible for any pollutants, odors, vapors, chemicals, and the like emitted by County's own furniture, fixtures, office machines, and equipment.

**ARTICLE VI  
INSURANCE**

**Section 6.01 Liability Insurance.**

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

**Section 6.02 Personal Property.**

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

**ARTICLE VII  
DAMAGE OR DESTRUCTION OF PREMISES AND/OR  
COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County elects to terminate this Lease as provided in this Section, the Annual Rent payable hereunder shall be prorated to the date of the casualty. In the event County does not exercise its right to terminate this lease due to any such casualty, Landlord shall promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises render untenable shall be abated from the date of such casualty until completion of such restoration.

**ARTICLE VIII  
UTILITIES AND SERVICES**

Landlord shall provide water, sewer, electricity, and gas to the Premises boundary, at Landlord's sole cost and expense. Landlord warrants that all utility accounts and bills have been paid in full at the commencement of this Lease. County shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for gas, electricity, trash collection and removal and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises. City shall be responsible and pay for all water charges for water used or consumed in the operation of this Lease.

## **ARTICLE IX ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease Agreement.

## **ARTICLE X DEFAULT**

### **Section 10.01 Default by County.**

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period or within a reasonable period thereafter if the same cannot be cured within such period and County undertake such cure within such period and the Landlord is so notified, this Lease will continue.

### **Section 10.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord shall fail 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 County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day

period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event that the default is not cured by Landlord within the foregoing time period, County, at County's option, may either cure said default and Landlord shall reimburse County for all expenses incurred by County in doing so, or County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

**ARTICLE XI  
ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to make any repairs which may be required or permitted hereunder. Landlord shall provide County with twenty four (24) hours advance notice prior to exercising such right except in an emergency in which event no notice shall be required and shall exercise such right in a manner which minimizes the impact upon County's use of the Premises.

**ARTICLE XII  
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in this Lease to the contrary, County shall have the right to cancel this Lease for any reason upon sixty (60) days prior written notice to the other parties, whereupon the parties shall be relieved of all further obligation hereunder. Further, all obligations of City hereunder are subject to and contingent upon annual budgetary funding by the City of Boynton Beach Commission, and, City shall have the right to cancel its obligations under this Lease for budgetary reasons upon sixty (60) days prior written notice to the other parties, whereupon City shall be relieved of all further obligations hereunder arising subsequent to such termination.

**ARTICLE XIII  
QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV  
CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

## **ARTICLE XV MISCELLANEOUS**

### **Section 15.01 Waiver, Accord and Satisfaction.**

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

### **Section 15.02 Public Entity Crimes.**

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

### **Section 15.03 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

### **Section 15.04 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to all parties hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service

(provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Landlord at:  
Blanche H. Girtman  
912 N. W. 3<sup>rd</sup> Street  
P. O. Box 1552  
Boynton Beach, Fl. 33425-1552  
Fax 561-\_\_\_-\_\_\_

(b) If to the County at:  
  
Palm Beach County  
Cooperative Extension Service  
559 North Military Trail  
West Palm Beach, Florida 33415  
Attn: Audrey Norman  
Fax 561-233-1761

with a copy to:

Property and Real Estate Management Division  
Attn: Director  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544  
Fax 561-233-0210  
Telephone 561-233-0217

(c) If to the City at:  
  
City of Boynton Beach  
100 E Boynton Beach Boulevard  
P. O. Box 310  
Boynton Beach, Fl. 33425-0310

Attn.: Dan DeCarlo, Director of Development  
Fax 561-742-6285

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 15.05 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 15.06 Severability.**

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

**Section 15.07 Captions.**

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

**Section 15.08 Recording.**

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

**Section 15.09 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 THIS LEASE.

**Section 15.10 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 15.11 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.

**Section 15.12 Benefit and Binding Effect.**

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



**Section 15.13 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 County's public health unit.

**Section 15.14 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15.15 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 15.16 Construction.**

No party shall be considered the author of this Agreement 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 Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 15.17 Incorporation by References.**

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

**Section 15.18 Effective Date of Agreement.**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**ARTICLE XVI  
INDEMNITY**

Landlord shall protect, defend, reimburse and indemnify and hold harmless County and the City, their agents, employees and elected officers harmless from and against all claims, liability,

expense, loss, cost, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from the acts or omissions of Landlord.

County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under such circumstances in which the County, if a private person, would be liable under the general laws of this State.

City shall be liable for its own actions and negligence and shall indemnify and hold harmless the County against any actions, claims or damages arising out of City's negligent, willful or intentional acts or omissions in connection with this Lease. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the City to indemnify the County for County's negligence, willful, or intentional acts or omissions.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, Landlord, City and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Daniel C DeCarlo  
Witness Signature  
Daniel C DeCarlo  
Print Witness Name

Larry Helms  
Witness Signature  
LARRY HELMICH  
Print Witness Name

LANDLORD:

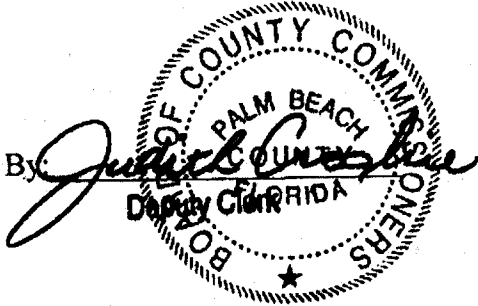
Blanche H. Girtman  
BLANCHE H. GIRTMAN

WITNESS:

SHARON R. BOCK  
CLERK & COMPTROLLER

COUNTY:

PALM BEACH COUNTY, FLORIDA,  
a political subdivision of the State  
of Florida



By: Tony Masilotti  
Tony Masilotti, Chairman

R2005 1713 SEP 13 2005

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: H. Jal  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Robert Anthony Wolf  
Department director

CITY OF BOYNTON BEACH

ATTEST:

By: [Signature]  
Vice Mayor

[Signature]  
City Clerk

APPROVED AS TO FORM:

DATA 6/23/05  
Office of the City Attorney



Signed and delivered  
in the presence of:

[Signature]  
JUDITH A. PYLE  
Print Witness Name

[Signature]  
REGINE MANN  
Print Witness Name

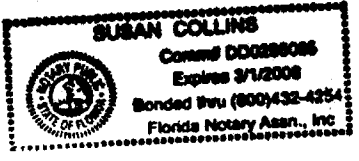
STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HERBY CERTIFY that on this 24<sup>th</sup> day of June 2005, before me personally appeared Mack McCray, Vice Mayor, personally known to me or who produced \_\_\_\_\_ as identification and who did  did not  take an oath and who executed the foregoing instrument and acknowledged before that he executed the same for the purposes therein.

[Signature]  
Notary Public, State of Florida  
SUSAN COLLINS  
Print Name

Commission No. \_\_\_\_\_

My commission Expires: \_\_\_\_\_



**SCHEDULE OF EXHIBITS**

**EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT "B" - PROPERTY SKETCH-AREA OF CITY  
RESPONSIBILITY**

**EXHIBIT "A"**

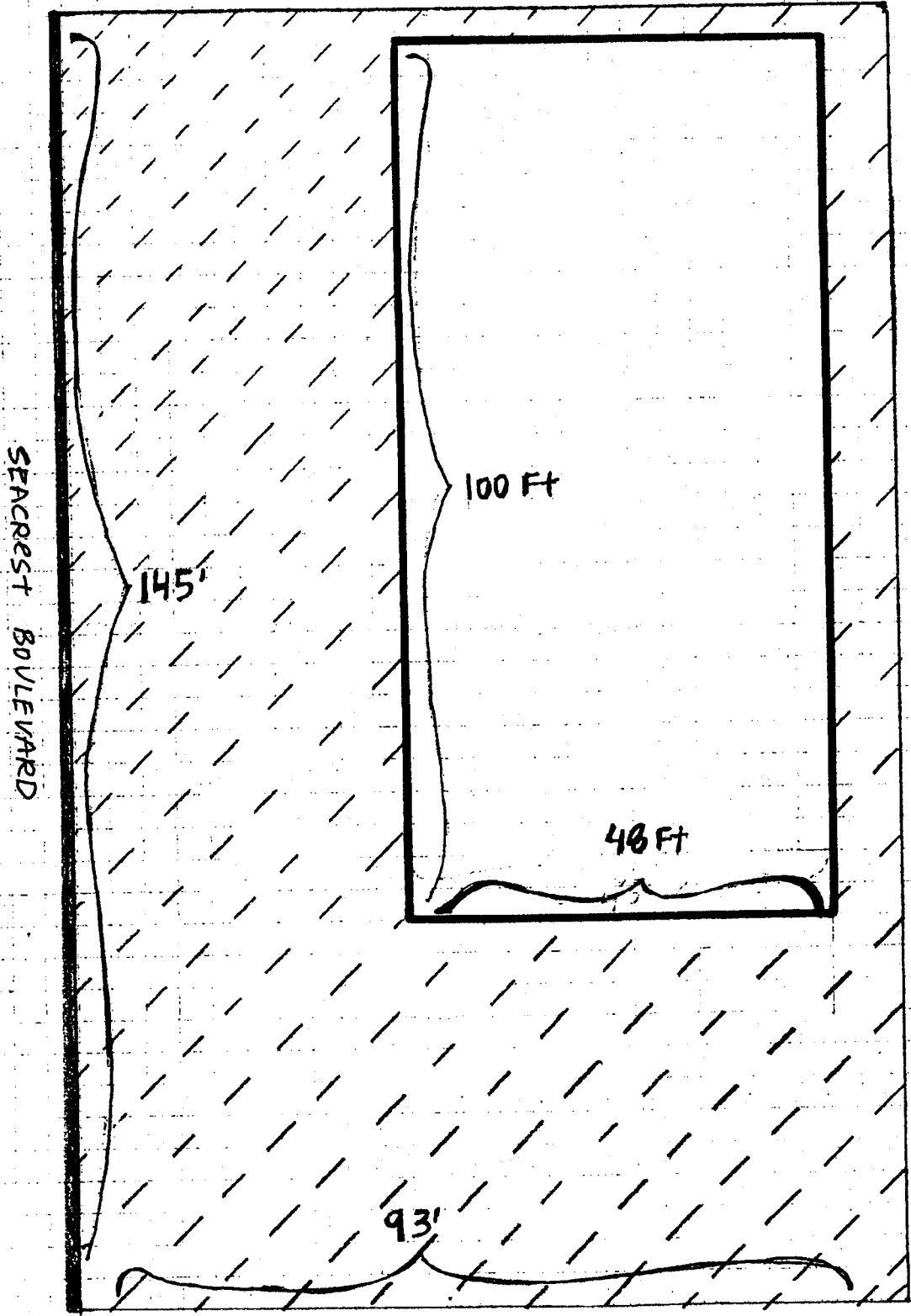
**LEGAL DESCRIPTION OF THE "PROPERTY"**

**LOT 11, AND EAST 11 FEET OF LOT 12, FRANK WEBBER ADDITION TO BOYNTON BEACH, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 9, PAGE 3, AS RECORDED IN OFFICIAL RECORD BOOK 788, PAGE 389, OF THE RECORDS OF PALM BEACH COUNTY, FLORIDA.**

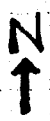
**PROPERTY CONTROL NO. 08-43-45-21-25-001-0110**



EXHIBIT "B"

PROPERTY SKETCH-AREA OF CITY RESPONSIBILITY



GIRTMAN &  
GHALI  
PROPERTIES



-  = AREA OF CITY RESPONSIBILITY
-  = AREA OF COUNTY RESPONSIBILITY

DR. MARTIN LUTHER KING JR BLVD



**Facilities Development &  
Operations Department  
Property & Real Estate  
Management Division**

2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
(561) 233-0200  
FAX: (561) 233-0210  
[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)




**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Robert J. Kanjian  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

 printed on recycled paper

June 17, 2008

**Certified Mail  
Return Receipt Requested**

James Johnson, Jr.  
533 N.W. 13<sup>th</sup> Avenue  
Boynton Beach, FL 33435-3067

and

City of Boynton Beach  
100 East Boynton Beach Blvd.  
PO Box 310  
Boynton Beach, Florida 33425-0310  
Attn: Dan DeCarlo, Director of Development

**Re: Notice of Cancellation of Lease Agreement**

Gentlemen:

Pursuant to Section 1.02 of the Lease Agreement (R2005-1712) dated September 13, 2005 between James Johnson, Jr. ("Landlord"), Palm Beach County ("County"), and the City of Boynton Beach ("City"), County hereby provides Landlord with sixty (60) days written notice of County's cancellation of the Lease. Upon expiration of the sixty (60) day notice period, the Lease shall terminate (the "Lease Termination").

Please direct any questions concerning this matter to Nick Lambiase, Jr., Property Specialist, who may be reached at (561) 233-0237 or by e-mail at [nlambiase@pbcgov.com](mailto:nlambiase@pbcgov.com).





June 17, 2008  
Notice of Cancellation of Lease Agreement  
Page 2

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: *Rat Audrey Wolf*  
Audrey Wolf, Director  
Facilities Development &  
Operations

cc: Thelma Lyons, Neighborhood Services, City of Boynton Beach  
Howard J. Falcon, Assistant County Attorney



**Facilities Development &  
Operations Department  
Property & Real Estate  
Management Division**

2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
(561) 233-0200  
FAX: (561) 233-0210  
[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)



**Palm Beach County  
Board of County  
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

printed on recycled paper

June 17, 2008

**Certified Mail  
Return Receipt Requested**

James Johnson, Jr.  
533 N.W. 13<sup>th</sup> Avenue  
Boynton Beach, FL 33435-3067

and

City of Boynton Beach  
100 East Boynton Beach Blvd.  
PO Box 310  
Boynton Beach, Florida 33425-0310  
Attn: Dan DeCarlo, Director of Development

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**ATTACHMENT # 4**



June 17, 2008  
Notice of Cancellation of Lease Agreement  
Page 2

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: *[Signature]*  
Audrey Wolf, Director  
Facilities Development &  
Operations

cc: Thelma Lyons, Neighborhood Services, City of Boynton Beach  
Howard J. Falcon, Assistant County Attorney