

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 8, 2025

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment (Amendment) to a Lease Agreement with the Young Men's Christian Association of the Palm Beaches, Inc. (YMCA) for the lease of real property in Lake Lytal Park (Premises) allowing the YMCA to obtain a leasehold mortgage.

Summary: On January 12, 2021, the Board of County Commissioners (BCC) approved a 50-year Lease Agreement (R2021-0147) leasing approximately five (5) acres of undeveloped land within the Park to the YMCA for the design, construction, and operation of a skate park, community center, and child care center (Project). The Agreement provides that the YMCA may not assign, mortgage, pledge, or encumber the Premises without the prior written consent of Palm Beach County (County). YMCA needs to obtain a leasehold mortgage to secure financing to construct the Project. This proposed Amendment sets forth the terms and conditions under which the YMCA may obtain a leasehold mortgage and updates certain County standard terms. District 3 (AH)

Background and Justification: On January 12, 2021, the BCC approved the Agreement with the YMCA leasing the Premises for the development of the Project. On August 22, 2023, the BCC approved the First Amendment to the Agreement (R2023-1126) which permitted the YMCA to provide the County with complimentary tickets to key stakeholder events during the term of the Agreement to promote fundraising activities for the Project. This proposed Amendment will permit the YMCA to obtain a leasehold mortgage to secure financing to construct the Project.

Attachment: Second Amendment to Lease Agreement

Recommended by: 
Department Director

6/3/25
Date

Approved by: 
Assistant County Administrator

6/10/25
Date

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE YMCA OF THE PALM BEACHES INC. FOR THE LEASE OF REAL
PROPERTY IN LAKE LYTAL**

THIS SECOND AMENDMENT TO LEASE AGREEMENT, (“Second Amendment”) is made and entered into July 8, 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (“County”), and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE PALM BEACHES, INC., a Florida not-for-profit corporation (“Tenant”) (“County” and “Tenant” collectively referred to as the “Parties”).

WHEREAS, County and Tenant entered into that certain Lease Agreement dated January 12, 2021 (R2021-0147) (the “Lease”) pursuant to which County leased to Tenant approximately five (5) acres of undeveloped land within Lake Lytal Park for the design, construction, and operation by Tenant of a skate park, community center, and child care center, together with other related improvements as more particularly described in the Lease (collectively, the “Project”); and

WHEREAS, the First Amendment, dated August 22, 2023, (R2023-1126) to the Lease permitted Tenant to provide County with complimentary tickets to key stakeholder events during the Term of the Lease, in compliance with Florida ethics codes, to promote fundraising activities for the design and construction of the Project; and

WHEREAS, Tenant desires to grant a leasehold mortgage in order to secure financing to construct the Project;

WHEREAS, the Parties wish to amend the Lease to update standard language and add terms and conditions concerning a leasehold mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for various other good and valuable consideration, the 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. Terms not defined herein shall have the same meaning as ascribed to them in the Lease, as amended.
2. **Article XV** of the Lease is hereby modified as follows:

**ARTICLE XV
ASSIGNMENT AND SUBLETTING**

Section 15.01 Consent Required.

Except as otherwise provided in this Lease, the Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises without prior written consent of the County, which may be granted or withheld, at the County’s absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage,

pledge, encumbrance, or sublease by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

3. **Section 19.29** of the Lease is hereby added to Article XIX of the Lease as follows:

Section 19.29 Nongovernmental Human Trafficking Affidavit

Tenant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Tenant has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "D".

4. **Exhibit "D" (Nongovernmental Entity Human Trafficking Affidavit)**, attached hereto, is hereby added to and incorporated into the Lease.
5. **Article XX** is hereby added to the Lease as follows:

**ARTICLE XX
RIGHTS OF LEASEHOLD MORGAGEES**

Section 20.01 Right to Mortgage

Tenant may encumber its leasehold estate and interest in the Premises by mortgage, security agreement or other such instrument (any such instrument is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee") during the Term of this Lease; provided, however, that the entire proceeds of any loan or future advance secured thereby shall be utilized for the construction and improvement of the Premises and further provided that County shall not be obligated to, nor deemed to have subjected or subordinated County's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated County's interest in this Lease to such Leasehold Mortgage. The total amount of all loans or future advances secured by a Leasehold Mortgage on the Premises shall never exceed eighty percent (80%) of the total hard cost of improvements constructed by Tenant upon the Premises. County's interests in the fee and this Lease are and shall remain at all times superior and prior in right to any Leasehold Mortgage.

Section 20.02 Notice of Default

A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Lease for notices delivered to County, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to County, County, upon serving Tenant with any notice under this Lease, shall also serve a copy of that notice upon the Leasehold Mortgagee in the same manner as required by this Lease for notices delivered to Tenant. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to County. County agrees to give the Leasehold Mortgagee written notice of any default by Tenant and of County's intention to terminate this Lease for any reason at least sixty (60) days before the effective date of such termination. The Leasehold Mortgagee shall have the right to perform any of Tenant's covenants or to cure any default by Tenant which is curable by it or to exercise any right conferred upon Tenant by the Terms of this Lease within such sixty (60) day period or such longer period if the default by Tenant is of such nature that it cannot be cured within such sixty (60) day period, provided that the Leasehold Mortgagee diligently and actively

undertakes to cure such default and pursues such cure to completion within a reasonable period of time under the circumstances. The sole remedy available to Leasehold Mortgagee due to the failure of County to provide Leasehold Mortgagee with notice as required hereunder shall be the tolling of the applicable cure period afforded to Leasehold Mortgagee herein until the earlier of provision of such notice to Leasehold Mortgagee or Leasehold Mortgagee's receipt of actual knowledge of such notice. County's failure to provide Leasehold Mortgagee notice as required hereunder shall not alter or affect Tenant's rights or obligations under this Lease, nor extend any cure period afforded to Tenant hereunder, or entitle Tenant to damages or other remedies.

Section 20.03 Opportunity to Cure

County will recognize the Leasehold Mortgagee as the tenant of the Premises and will accept the performance by the Leasehold Mortgagee of Tenant's obligations under this Lease, upon written notice from the Leasehold Mortgagee to County that it has taken possession of the Premises, for so long as the Leasehold Mortgagee is in possession of the Premises, and provided that Leasehold Mortgagee diligently and actively undertakes to cure, and pursues such cure to completion within a reasonable period of time under the circumstances, any then-existing defaults by Tenant, and performs Tenant's obligations under this Lease. County agrees that it will not unreasonably withhold or delay its consent to any future assignment by the Leasehold Mortgagee of the rights of Tenant under this Lease; provided that: (a) there is no existing default under this Lease or the Leasehold Mortgagee or such assignee diligently and actively undertakes to cure any such default and pursues such cure to completion as provided above, and (b) the assignee has similar recent experience and knowledge regarding operations being conducted on the Premises and has the financial ability to perform under this Lease, as reasonably determined by County. Upon any valid permitted assignment of this Lease by the Leasehold Mortgagee, Leasehold Mortgagee shall have no further liability under this Lease for obligations arising after such assignment. Any action by the Leasehold Mortgagee to cure any default by Tenant or otherwise to exercise Tenant's rights under this Lease shall not be deemed to be an assumption by the Leasehold Mortgagee of Tenant's obligations under this Lease unless the Leasehold Mortgagee takes possession of the Premises pursuant to a foreclosure or other enforcement of its security interest in this Lease or otherwise expressly assumes such obligations in writing. If the Leasehold Mortgagee takes possession of the Premises or succeeds to the interest of Tenant, County shall accept the Leasehold Mortgagee as tenant under this Lease, and this Lease shall continue in full force and effect, provided that there are no then existing uncured defaults under this Lease, and Leasehold Mortgagee performs all obligations of Tenant under this Lease.

Section 20.04 No Lease Amendments

This Lease shall not be amended, modified, terminated, or canceled by reason of the exercise of any option or election by Tenant under this Lease, or by the giving of any notice by Tenant under this Lease, unless such amendment, modification, termination, or cancellation is assented to in writing by any Leasehold Mortgagee. Any such attempted amendment or modification, termination, or cancellation without that assent shall be void.

Section 20.05 Limitation of Liability

A Leasehold Mortgagee shall only be liable to perform the obligations imposed on Tenant in this Lease during the period that the Leasehold Mortgagee is in possession or ownership of the leasehold estate created by this Lease.

Section 20.06 Certificates

Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

Section 20.07 Subordination of Landlord's Lien

County does hereby subordinate its statutory landlord's lien to the lien and operation of any Leasehold Mortgage. This subordination of County's landlord's lien shall be self-operative.

Section 20.08 Release of Lien

Upon the scheduled expiration or early termination of this Lease, provided such termination is in accordance with the terms of this Lease, including, but not limited to, this Article, Tenant and/or Leasehold Mortgagee, as appropriate, shall promptly execute, in recordable form, and deliver to County, a termination of Lease, termination of memorandum of Lease, release of mortgage and such other documents as County may reasonably require (collectively, the "Release Documents"). In the event Tenant or Leasehold Mortgagee fails to provide the foregoing Release Documents within thirty (30) days after County's written request therefor, County shall be entitled to execute the same for and on behalf of Tenant and/or Leasehold Mortgagee and Tenant and Leasehold Mortgagee hereby appoint County as attorney in fact for the limited purpose of execution of such Release Documents.

Section 20.09 Indemnification

By acceptance of the rights and benefits conferred upon a Leasehold Mortgagee by this Article, such Leasehold Mortgagee agrees, for itself and its successors and assigns, that it shall be bound by the terms of this Article as if such Leasehold Mortgagee were a direct party hereto and further agrees to protect, defend, reimburse, indemnify, and hold the County harmless from and, against any and all damages arising from to the Leasehold Mortgagee's negligence or willful misconduct in connection with its entry upon the Premises for inspection or other purposes.

Section 20.10 Personal Property

Notwithstanding any other provision of this Lease to the contrary, Tenant may, without County's or Department's consent, from time to time, secure financing or general credit lines and grant the lenders thereof, as security therefor: (a) a security interest in Tenant's personal property located at the Premises, and/or (b) the right to enter the Premises to realize upon any personal property so pledged. Upon Tenant providing notice of such financing to County, County agrees to evidence its consent in writing to such security interest. All of Tenant's personal property shall be and remain the personal property of Tenant. County expressly waives its statutory and common law landlord's liens as same may be enacted or may exist from time to time and any and all rights granted under any present or future laws to levy or distrain for rent, whether in arrears or in advance, against the aforesaid personal property of Tenant on the Premises and further agrees to execute any reasonable instruments evidencing such waiver (upon Tenant's request).

6. Except as modified by this Second Amendment, the Lease, as amended, remains unmodified and in full force and effect in accordance with the terms thereof.

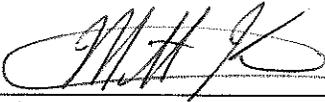
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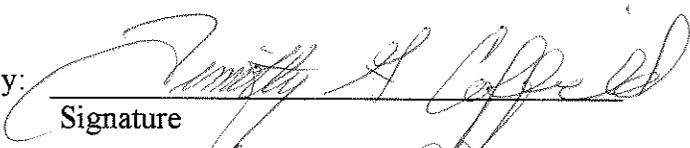
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the day and year first above written.

*Signed, sealed and delivered
in the presence of:*

TENANT:

**THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE PALM BEACHES
INC.**, a Florida not-for-profit corporation

By: 
Witness Signature
Matthew Komma
Print Witness Name

By: 
Signature
Timothy G. Coffield
Print Name
President + CEO
Print Title

[Signatures continued on next page.]

SECOND AMENDMENT TO LEASE AGREEMENT between PALM BEACH COUNTY and THE YMCA OF THE PALM BEACHES INC. for the Lease of Real Property in LAKE LYTAL

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

EXHIBIT "D"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Timothy G. Coffield, am an officer or representative of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE PALM BEACHES INC.** (Tenant), and attest that Landlord does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

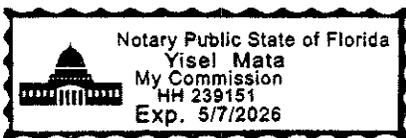
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE PALM BEACHES INC., A Florida Not-For-Profit Corporation

By: [Signature]
Print Name: Timothy G. Coffield
Print Title: President + CEO

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this, 28 day of MAY, 2025, by Timothy G. Coffield the President + CEO of The YMCA of the Palm Beaches, a Florida not-for-profit corporation, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.

(Notary Seal)



[Signature]
Notary Public, State of Florida
Print Notary Name: YISEL MATA
My Commission Expires: 05/07/2026