

THIRD LEASE ADDENDUM

This Third Lease Addendum (the "Third Addendum") is made and entered into this ____ day of _____, 2020 by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789.

WHEREAS, Landlord and Tenant executed that certain Lease Agreement dated September 13th, 2010 for parking spaces (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant subsequently executed that certain First Lease Addendum dated November 4th, 2013 (the "First Addendum") and that certain Second Lease Addendum dated December 14th, 2015 (the "Second Addendum"); and

WHEREAS, the Lease Agreement, as amended, is set to expire on September 30, 2020, unless extended; and

WHEREAS, the Second Addendum provides for a seven year renewal term commencing upon October 1, 2020, upon written notice from Tenant to Landlord; and

WHEREAS, Landlord and Tenant wish to extend the Lease Agreement for an additional seven-year period in accordance with the Second Addendum subject to the additional terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Third Addendum upon which the parties have relied.

2. Lease Extension. The Lease Agreement shall be extended for a term of seven (7) years commencing on October 1, 2020. All terms of the Lease Agreement, as amended, shall continue in full force and effect except as modified by this Third Addendum.

3. One-Time Payment. Tenant shall make a one-time payment to Landlord in the amount of \$20,000.00 within thirty days of the Effective Date of this Third Addendum. All terms governing compensation under the Lease Agreement as amended shall remain in full force and effect.

4. Effective Date. This Third Addendum shall take effect immediately upon approval by affirmative vote of the governing board of Tenant and execution by the authorized representatives of both parties, whichever occurs latest (the "Effective Date").

IN WITNESS WHEREOF, the parties to this Third Addendum by their duly authorized representatives have executed this Third Addendum on the dates set forth below.

Witness

**THE CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT
AGENCY**

Print

Steve Leary, Chairperson

Witness

Date

Print

**MOUNT MORIAH MISSIONARY
BAPTIST CHURCH OF WINTER
PARK**

Witness

Signature

Print

Print Name

Position

Witness

Date

Print

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SECOND LEASE ADDENDUM

This SECOND LEASE ADDENDUM ("Addendum") is made and entered into this 14th day of December, 2015 by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789, to amend and supplement that certain Lease Agreement between Landlord and Tenant concerning parking spaces, dated as of September 13, 2010, as amended by the First Lease Addendum dated November 4, 2013 (collectively the "Lease").

WHEREAS, the Tenant and Landlord desire to extend the Term of the Lease for an additional five year period and grant Tenant an additional right to extend the Lease for a seven year renewal term thereafter.

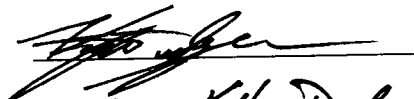
NOW THEREFORE, for and in consideration of the agreements contained herein, \$10.00 and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:


1. Extension of Term. The Parties agree that the Term of the Lease shall be extended for an additional five (5) year period running from October 1, 2015 to September 30, 2020. Further, Tenant shall have the right to extend the Term of the Lease for an additional seven (7) year renewal term commencing on October 1, 2020 provided Tenant gives Landlord written notice of its intent to renew on or before ten (10) days prior to the expiration of the then current renewal term ending on September 30, 2020. All other terms, conditions, and specifications of the Lease remain unchanged.

2. Effective Date. The Effective Date of this Addendum shall be retroactive back to October 1, 2015. The Tenant will pay rent for the months of October, November and December 2015 on or before when the rent is normally due for January 2016 rent.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Addendum to be executed by their authorized representatives on the day and year first above written.


WITNESSES:


Print Name: Kyle Dodgen


Print Name: Lisa Smith

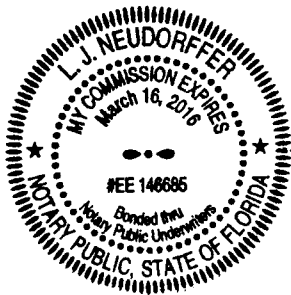
LANDLORD:

MOUNT MORIAH MISSIONARY
BAPTIST CHURCH OF WINTER PARK,
a Florida not for profit corporation

By: 
Print Name: Ernest Manning
Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of December 2015,
by Ernest Manning, as _____ of MOUNT MORIAH
MISSIONARY BAPTIST CHURCH OF WINTER PARK, a Florida not for profit corporation,
on behalf of said corporation. He/she is [☒] personally known to me or [☐] produced
_____ as identification.



[Signature]
Notary Public

Laura Neudorffer
Print Name

WITNESSES:

[Signature]

Print Name: Michelle Bernstein

[Signature]
Print Name: Jennifer Jones

TENANT:

WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body
corporate and politic created pursuant to Part
III of Chapter 163, Florida Statutes

By: [Signature]
Steve Leary, its Chairman

Attest: [Signature]
Cynthia Bonham, CRA Clerk

FIRST LEASE ADDENDUM

This FIRST LEASE ADDENDUM ("Addendum") is made and entered into this 4th day of NOVEMBER, 2013 (the "Effective Date") by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789, to amend and supplement that certain Parking Lease between Landlord and Tenant, dated as of September 13, 2010 (the "Lease").

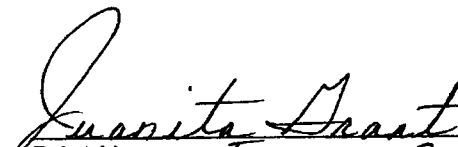
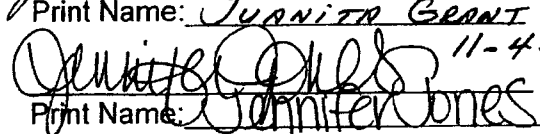
1. Terms. All capitalized terms used in this Addendum that are not otherwise defined herein shall have the same meanings as in the Lease.

2. Amendment of Section 1.3 of the Lease. Section 1.3 of the Lease is hereby amended by adding the following:

"At the Commencement Date of the First Lease Addendum the Landlord shall provide an additional eight (8) standard parking spaces on the Premises. The parties agree that with these additional eight (8) standard parking spaces there are, at the Commencement Date of the First Lease Addendum, forty-eight (48) standard parking spaces on the Premises. During the remaining term of the Lease the rent shall be \$30.00 per parking space"

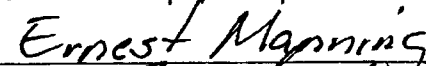
IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

WITNESSES:


Print Name: JUANITA GRANT

Print Name: Jennifer Jones 11-4-13

LANDLORD:

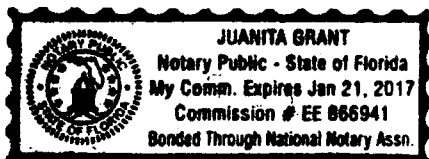
MOUNT MORIAH MISSIONARY
BAPTIST CHURCH OF WINTER PARK,
a Florida not for profit corporation

By: 
Print Name: Ernest Manning
Its: Chairman Trustees

WITNESSES:

TENANT:

WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body
corporate and politic created pursuant
to Part III of Chapter 163, Florida
Statutes



[Signature]
Print Name: David Ruckhert

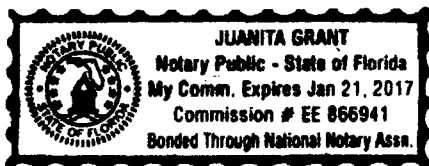
By: [Signature]
Dori Stone, its Director

[Signature]
Print Name: PETER MOORE

Attest:
By: [Signature]
Cynthia Bonham, CRA Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of NOVEMBER, 2013, by ERNEST MANNING, as CHAIRMAN TRUSTEE of MOUNT MORIAH MISSIONARY BAPTIST CHURCH OF WINTER PARK, a Florida not for profit corporation, on behalf of said corporation. He/She is [☒] personally known to me or [☐] produced _____ as identification.

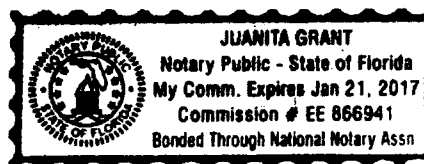


[Signature]
Notary Public
JUANITA GRANT
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of NOVEMBER, 2013, by Kenneth Bradley and Cynthia Bonham, as Chairman and CRA Clerk, respectively, of the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, on behalf of said agency. He/She are [☒] personally known to me or [☐] produced _____ as identification.

[Signature]
Notary Public
JUANITA GRANT
Print Name



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective and entered into this 13th day of September, 2010 by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044 Winter Park, Florida 32790 and Winter Park Community Redevelopment Agency a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant") whose address is 401 S. Park Avenue, Winter Park, Florida 32789. Said parties, for and in consideration of the sums to be paid as rent in the manner herein provided and the mutual covenants herein set forth do hereby agree as follows:

SECTION 1.0 BASIC LEASE PROVISIONS

1.1 The premises to be leased pursuant to the terms herein is that certain parking area being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises")

1.2 The term of this Lease ("Term") shall begin on October 1, 2010 (the "Commencement Date") and end on midnight of September 31, 2015. Unless terminated earlier by Landlord as set forth in Section 1.4, Tenant shall have the right to extend the Term for additional five (5) year terms, provided Tenant gives Landlord written notice of its intent to renew on or before ten (10) days prior to the expiration of the then current term.

1.3 The rent for the Premises ("Rent") shall be based on the number of actual standard vehicle parking spaces available for use by the public. At the Commencement Date of the Lease, the parties agree that there are forty (40) standard parking spaces on the Premises. For the first two years under this Lease the rent shall be \$25.00 per parking space. During the remaining three years of the Lease, the rent shall be \$30.00 per parking space. Thereafter the Rent shall be adjusted to a reasonable rate by mutual agreement of the parties. Rent shall be payable every two months in advance beginning on the Commencement Date of this Lease and continuing on the first day of every other consecutive calendar month thereafter at Landlord's address stated above or at such other place as Landlord may designate in writing. Should the date upon which the Term or extended term of this Lease ends be other than the last day of a calendar month then the Rent for the last two months shall be prorated as necessary.

1.4 Landlord and Tenant agree that during the initial five year Term of this Lease neither party shall have the right to cancel this Lease except, however the Lease may be terminated (i) by either party based on a material default by the other party of any provision of this Lease (subject to Sections 5.0 herein) or (ii) by the Landlord with ninety (90) days written notice to the Tenant, if the Landlord obtains building permits to commence construction of a building on the Premises. After the initial five year term of this Lease the Landlord or Tenant shall have the right to cancel this Lease upon sixty (60) days prior written notice to the other party of its intent to terminate.

1.5 Landlord and Tenant agree that all insurance and utilities for the Premises with the exception of costs directly relating to Tenant's obligations set forth in Sections 3.2 and 3.4 shall be borne by the Landlord and not the Tenant.

1.6 Landlord and Tenant agree that if the Premises loses its tax exempt status Tenant shall be responsible for payment of the property tax bill related to the Premises.

SECTION 2.0 POSSESSION OF THE PREMISES

2.1 Tenant shall be entitled to possession of the Premises on the Commencement Date subject to the terms and conditions of the Lease.

SECTION 3.0 TENANT'S USE & OPERATION STANDARD, TENANT'S IMPROVEMENTS

3.1 Tenant agrees to use the Premises solely for public parking. At no time shall tractor trailers and/or staging of construction equipment or materials be allowed.

3.2 Tenant further agrees:

A. Not to commit waste on the Premises, to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises to the same or better condition as existed at the Commencement Date.

B. Not to use the Premises or permit the same to be used in any manner in violation of law that would constitute a nuisance, or that would constitute an extra-hazardous use.

C. To keep all garbage and refuse off the Premises.

D. To post low-away signs on the Premises prohibiting the parking of vehicles from midnight (12) a.m. to five (5) a.m. seven days a week.

E. To maintain the Premises in good condition, make any necessary repairs or replacements in and to the Premises resulting from Tenant's use, and improve the Premises in accordance with Section 3.4.

3.3 Tenant and Landlord acknowledge that Tenant's use of the Premises is subject to Landlord's right, from time to time, to exclusively use the Premises on certain days and at certain times in accordance with this Section. Landlord shall have exclusive use of the Premises every Sunday from five (5) a.m. to Monday at one (1) a.m. during the Term or any extended term of this Lease unless Landlord gives prior notice otherwise to Tenant. Landlord also reserves the right from time to time to exclusively use the Premises on other days provided Landlord gives Tenant at least forty-eight (48) hours prior verbal notice of the time period and date of Landlord's intended exclusive use. At all times during any period of exclusive use by Landlord Landlord shall post visible signage on the Premises indicating such exclusive use. Tenant also reserves the right, from time to time, to exclusively use the Premises during City recognized holidays or any City recognized or City supported festivals or events within the City including without limitation the Winter Park Art Festival and the Unity Heritage Festival provided Tenant gives Landlord at least forty-eight (48) hours prior verbal notice of the time period and date of Tenant's intended exclusive use. At all times during any period of exclusive use by Tenant, Tenant shall post visible signage on the Premises indicating such exclusive use.

3.4 Tenant and Landlord agree that Tenant may make improvements to lots 2 and 6 on the Premises similar to existing improvements previously constructed on the east side of the Premises (the "Tenant Improvements"). Tenant shall make full and prompt payment of all costs and expenses of the Tenant Improvements and shall obtain the release or cancellation of any notice, claim or lien filed by any persons whatsoever within five (5) days after notice to Tenant by Landlord. In no event shall the interest of Landlord in the Premises be subject to any mechanic's, materialman's, laborer's or other statutory or common law liens for work done by or at the instance of Tenant. All persons dealing or contracting with Tenant or any employee, agent or contractor of Tenant are hereby put on notice of the foregoing provisions. Tenant agrees to join Landlord at Landlord's written request in the execution of a memorandum of lease to be recorded in the Public Records of Orange County, Florida for the purpose of giving constructive notice of the provisions of this paragraph.

SECTION 4.0 LIMITATION ON LIABILITY, WAIVER OF SUBROGATION

4.1 Tenant agrees that Landlord shall not be liable for any damage to any person or any personal property in or upon the Premises, regardless of the cause therefore during any period in which the Premises is not exclusively used by Landlord, except to the extent such damage is caused by the carelessness, negligence or intentional misconduct of Landlord or Landlord's Parties. Landlord agrees that, during Landlord's exclusive use of the Premises, any loss by theft or otherwise of the personal property of Landlord or Landlord's employees, officers, agents, contractors, subcontractors, independent contractors, guests and invitees ("Landlord's Parties") on the Premises shall be at the risk of Landlord only and during said exclusive period, Tenant shall not be liable for any damage to any person or any personal property in or upon the Premises regardless of the cause therefore, except to the extent directly caused by an obligation of Tenant expressly assumed under the terms of this Lease.

4.2 Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look first to its insurance for recovery. Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them, with respect to the Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance, provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

SECTION 5.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS FEES

5.1 Should Tenant fail to pay Rent when due, then interest shall accrue from five (5) days after the due date at the rate of twelve percent (12 %) per annum, but not greater than the maximum rate permitted by law.

5.2 Tenant agrees that if Tenant: (1) fails or refuses to pay Rent under this Lease, at the specified time and place and such default should continue for more than ten (10) days; or (2) fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue more than fifteen (15) days after written notice thereof by Landlord to Tenant (provided however if the cause of such default involves matters reasonably requiring more than fifteen (15) days to correct or cure, Tenant will be deemed in compliance with the written notice so long as Tenant has commenced appropriate correction action within the fifteen (15) days and is diligently prosecuting completion thereof) then Landlord may re-enter and take possession of the Premises, remove Tenant's personal property therefrom and store the same at Tenant's expense, or at Landlord's option, Landlord may immediately terminate this Lease.

5.3 All rights and remedies of Landlord and Tenant specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity. No waiver of any agreement of this Lease or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof.

5.4 In the event suit is brought in connection with this Lease, the prevailing party shall be entitled to reimbursement of all costs incurred in connection therewith, including reasonable attorneys' fees incurred at or before the trial level, in any appellate proceedings and in bankruptcy.

5.5 Landlord and Tenant agree that Orange County, Florida shall be the venue of any action arising in any way out of this Lease.

SECTION 6.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES

6.1 Landlord warrants that it has lawful title and the right to execute this Lease and agrees that if Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Landlord or any persons lawfully claiming through Landlord.

6.2 Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time.

SECTION 7.0 SURRENDER OF PREMISES

7.1 Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease in as good or better condition and repair (ordinary wear and tear excepted) as the same shall be at the Commencement Date with addition of the Tenant Improvements.

SECTION 8.0 NOTICE & REASONABLE CONSENT

8.1 Any notice or communication or payment which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by 24-hour guaranteed courier or by registered or certified mail to the address specified in the introductory paragraph above, or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of such shall be when same is deposited in an official United States Post Office postage prepaid or with said courier

CRA

Winter Park Community Redevelopment Agency
401 Park Avenue South
Winter Park, Florida 32789
Attn: Don DeBord, EDCRA Director
407 599 3665
ddebord@cityofwinterpark.org

Recipient: Mr Ernest Manning

Mount Monah Missionary Baptist Church
PO Box 2044
Winter Park, Florida 32790
321 303 4853
Manningre5@aol.com

8.2 Whenever this Lease specifies that either party has the right of consent, said consent shall be effective only if in writing and signed by the consenting party unless noted otherwise.

SECTION 9.0 LEGAL CONSTRUCTION

9.1 This Lease shall be construed in accordance with the applicable laws of the State Florida. In interpreting this Lease, there shall be no inference by operation of law or otherwise that any provision of this Lease shall be construed against either party. The Section and Paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such Sections, Paragraphs or this Lease.

SECTION 10.0 ENTIRE AGREEMENT, PROVISIONS BINDING, TIME OF ESSENCE, COUNTERPARTS

10.1 This Lease and any incorporated attachments contain all the agreements between the parties hereto and cannot be modified in any manner other than by agreement signed by the parties

10.2 The agreements herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition. During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

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

10.4 This Lease may be executed in any number of counterparts including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Lease, and if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

10.5 Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by Tenant of its sovereign immunity under the Constitution and laws of the State of Florida.

10.6 During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

10.7 Tenant shall not assign this Lease nor sublet the Premises to any third party; provided, however, Tenant may assign this Lease or sublet the Premises to the City of Winter Park with Landlord's consent.

IN WITNESS WHEREOF Landlord and Tenant have executed this document as of the date hereinabove written each acknowledging receipt of an executed copy hereof

WITNESSES

[Signature]
Print Name Ernest Manning
[Signature]
Print Name D. Wild Sanchez Jr

LANDLORD

MOUNT MORIAH MISSIONARY BAPTIST CHURCH
OF WINTER PARK a Florida not for
profit corporation

By [Signature]
Print Name ROBERT L FORER
Its _____

WITNESSES

[Signature]
Print Name JUANITA GRANT

TENANT

WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY a body
corporate and politic created pursuant
to Part III of Chapter 163 Florida

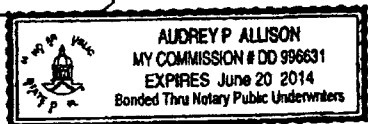
By [Signature]
Kenneth Bradley its Chairman

[Signature]
Print Name Michelle Bernstein

Attest
By [Signature]
Cynthia Bonham CRA Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of August, 2010 by Robert L. Forer as Treasurer of MOUNT MORIAH MISSIONARY BAPTIST CHURCH OF WINTER PARK a Florida not for profit corporation on behalf of said corporation He/She is [] personally known to me or [] produced SS36-160530816 as identification



[Signature]
Notary Public
Audrey P. Allison
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2010 by Kenneth Bradley and Cynthia Bonham as Chairman and CRA Clerk respectively of the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY a body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes on behalf of said agency He/She are [] personally known to me or [] produced _____ as identification

[Signature]
Notary Public
JUANITA GRANT
Print Name

M\Winter Park\Mt Monah Parking Lease Agreement doc

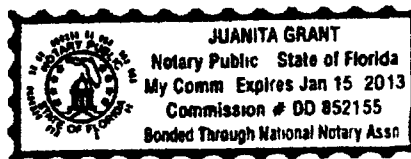


EXHIBIT "A"

Parcel ID 05-22-30-9400-52-010

Address 411 S Pennsylvania Avenue

Legal Description.

LOTS 1, 2, 4, 5 and 6, BLOCK 52, OF THE REVISED MAP OF THE TOWN OF WINTER PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

