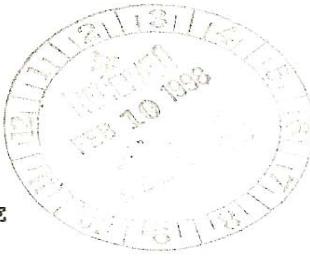


*Bennie  
JPS file*



LEASE AGREEMENT

CITY OF CORAL GABLES, LESSOR

CORAL GABLES CONGREGATIONAL CHURCH, LESSEE

THIS LEASE AGREEMENT is made and entered into by and between the City of Coral Gables, a municipal corporation of Florida and the Coral Gables Congregational Church, of Dade County, Florida, herein referred to, respectively, as Lessor and Lessee.

WITNESSETH:

That for and in consideration of the rental hereinafter set forth the parties mutually agree as follows:

1. The Lessor agrees to lease to and the Lessee agrees to lease from the Lessor upon the terms and conditions hereinafter set forth, that certain parking area owned by the Lessor located in Coral Gables, Dade County, Florida, to-wit:

LEGAL DESCRIPTION (as shown on the attached survey), Public Works No. 1800-59M, dated 5/13/87, and labeled as Exhibit A.

2. The term of this lease is for a period of ten (10) years commencing on the effective date as provided for in paragraph eleven (11), hereof, terminating ten (10) years hence. There shall be ten (10) additional five (5) year options upon six (6) months prior written notice for each option by Lessee under the same terms and conditions of this lease.

Prepared By: David Brown, Assistant City Manager  
City Hall, 405 Biltmore Way, Coral Gables, Florida 33134  
Telephone: 442-6411

3. The Lessee agrees to pay an annual rental. The initial rental shall be in the amount of \$10,000 per year payable quarterly in arrears with the provision that the rental rate will be adjusted at the beginning of each five (5) year option period on the anniversary date, with considerations given to the percentage of increase of the permit parking rate and the net average parking meter percentage increase of comparable meters.
4. During the initial ten (10) year lease period the Lessee shall be allowed to deduct from the quarterly lease payment an amount equal to 2.5% of all improvement costs of Lessee to construct the plans submitted by the Lessee and approved by the Lessor.
5. During the first ten (10) year lease period, should the Lessor decide to fully develop and construct the Merrick, Columbus Esplanade consistent when prior renderings, then the lease can be terminated by the Lessor upon ninety (90) day written notice to the Lessee. All unamortized expenses of Lessee dealing with the initial construction and current year prepaid expenses, shall be paid by the Lessor to the Lessee and the Lessor shall cooperate with the Lessee in obtaining other sufficient parking for the Lessee. After the first ten (10) year lease period, only ninety (90) day written notice is needed to terminate the lease and the Lessor shall only be responsible for the current year prepaid expenses.
6. The above described lease property is to be controlled and operated by the Lessee for its parking purposes, although it is to make available vacant parking to anyone for a price it sets as fair and reasonable. Any disputes on general guidelines for such availability are to be submitted to the City Manager of City for resolution.

7. Lessee agrees that it will maintain the leased area to City Code requirements. Any improvements to the leased area are subject to City's prior approval, and shall be at the Lessee's expense. Said improvements shall go through the same review process as any similar project elsewhere in the City.
8. Lessee further agrees at the termination of this lease, it will return the property to the Lessor in good and usable condition, reasonable wear and tear excepted.
9. Lessee agrees to protect and save harmless the Lessor of and from any claim for injuries to persons or property, by reason of any accident or happening upon the demised premises. Lessee will maintain in a company or companies acceptable to the Lessor, and at the expense of the Lessee, Public Liability Insurance with Bodily Injury Liability limits of \$100,000.00, each person; Three Hundred Thousand Dollars (300,000) each occurrence, and Property Damage Liability limits of Fifty Thousand Dollars (\$50,000).
10. Lessee further agrees that if under the law the property covered hereby shall become liable for the payment of taxes, impositions or charges of any kind, that the said Lessee, as a part of the consideration for the continuance of this lease, including its execution, will agree promptly herewith to pay said taxes or impositions, or if paid by the Lessor, to reimburse the Lessor immediately upon demand.
11. This lease shall take effect upon completion and approval by improvements of the Lessor. Lessee shall use due diligence in making the improvements and seeking approval of the Lessor.

12. In the event that the Coral Gables Congregational Church ceases to continue as a religious congregation or adds activities to its program beyond those presently permitted at the site, then this lease shall, at the option of the Lessor, be forfeited, terminated, and void.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, each for itself by its proper officers first duly thereunto authorized.

DATED this 9th day of December, 1987.

Authority of Resolution No. 26231  
duly passed and adopted by the Coral Gables  
City Commission on July 21, 1987.

THE CITY OF CORAL GABLES, LESSOR

BY: Donald E. Lebrun  
Donald E. Lebrun, City Manager

ATTEST:

Virginia L. Paul, City Clerk

CORAL GABLES CONGREGATIONAL CHURCH,  
INC., LESSEE

By: Richard J. Baillar  
Rev. Richard J. Baillar,  
Senior Minister

ATTEST:

T. D. Lee  
President

APPROVED AS TO FORM:

Robert D. Zahner  
Robert D. Zahner, City Attorney