

AMENDED AND RESTATED
PARKING MANAGEMENT AGREEMENT

THIS AMENDED AND RESTATED PARKING MANAGEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of this 4th day of May, 2020 (the “**Effective Date**”), by and between the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (the “**City**”), whose address for purposes hereof is 405 Biltmore Way, Coral Gables, Florida 33134, and RIVIERA PRESBYTERIAN CHURCH, a Florida not for profit corporation (the “**Church**”), whose address for purposes hereof is 5275 Sunset Drive, Coral Gables, Florida 33143.

WITNESSETH:

WHEREAS, the City and the Church entered into that certain Management Agreement dated as of August 1, 1998 (the “**Original Parking Agreement**”) in connection with the City’s management of a certain parking lot located at 5275 Sunset Drive, Coral Gables, Florida 33143, as more particularly described therein;

WHEREAS, the Church has agreed to sell and the City has agreed to purchase a portion of the foregoing parking lot for the purpose of building a fire station and a park;

WHEREAS, as a result of the sale of a portion of the aforementioned parking lot, the size of the parking lot and the number of parking spaces under the City’s management have been substantially reduced; and

WHEREAS, the City and the Church have agreed to amend and restate the Original Parking Agreement and enter into this Agreement for the exclusive management of the remaining lot set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Church agree that the foregoing recitals are true and correct and incorporated herein, and further agree to modify, amend and restate the Original Parking Agreement as of the Effective Date, and further covenant and agree as follows:

1. PURPOSE AND AUTHORITY OF CITY AS MANAGER: The purpose of this Agreement is for the parking lot located at 5275 Sunset Drive, Coral Gables, Florida 33143, as more particularly described in **Exhibit A** and depicted in **Exhibit B** attached hereto and made a part hereof (the “**Lot**”), to be used as a municipal off street parking facility (subject to the terms in Section 5 below) and to provide suitable parking to the membership of the Church in operating the Church, its Sunday school, day care center and other related activities. The Church hereby appoints the City as the exclusive manager of the Lot, and the City accepts the appointment. The Church acknowledges that the City shall be the exclusive manager of the Lot for all of the purposes set forth herein, and the Church agrees that during the Term, as hereafter defined, the Church shall not enter into any other agreements relating to the management of the Lot or any part thereof, except as specifically permitted in this Agreement. In performing its obligations hereunder, the City shall be acting as an independent contractor. Any personnel employed by the City in rendering services hereunder shall be employees or contractors of the City and shall not be deemed employees or contractors of the Church.

EXECUTION VERSION

The Church, to its actual knowledge, owns the Lot and has the authority to enter into this Agreement.

2. TERM, TERMINATION AND RENEWAL: The term of this Agreement (the “Term”) shall commence on the Effective Date and shall expire at such time as the City or the Church shall desire, provided the party cancelling this Agreement shall provide the other party with ninety (90) days prior written notice thereof. Notwithstanding anything to the contrary, neither party shall have the right to terminate this Agreement prior to the Lot Improvement Completion Date (as defined herein).

In the event the City continues managing the Lot after the expiration of the Term of this Agreement without any agreement in writing between the City and the Church with respect thereto, such management shall not be deemed to extend or renew the Term of the Agreement, but the Agreement shall continue on a month-to-month basis, upon the terms, covenants, provisions and conditions herein contained.

Unless otherwise agreed to by the parties hereto, in writing, upon expiration of the Term or termination of this Agreement, the City shall relinquish control and possession of the Lot to the Church and shall leave all improvements, which shall become the property of the Church, except for the City’s pay stations and signage. Upon the expiration or earlier termination of the Agreement, the City shall leave the Lot in good condition and repair, ordinary wear and tear and casualty damage excepted.

3. USE AND OPERATION: Throughout the Term, the City agrees to use the Lot for the conduct of the business of operating a parking lot for the off-street parking of motor vehicles pursuant to this agreements, and other plans and specification agreed to in advance in writing between the parties, and for no other purposes. Special patron parking services, such as valet parking or ancillary services, shall be approved in advance by the Church in writing via email, and such services are not anticipated to decrease the gross income from the Lot as a result.

Notwithstanding anything to the contrary contained in this Agreement, it is recognized by the parties hereto that the primary purpose of the Church owning the Lot is primarily to provide parking services for the members of the Church, parking for members attending church services and parking for when carrying on the work of the Church thereof during the Term of this Agreement.

Except as otherwise agreed to in writing via email between the City and the Church, the Lot shall require payment of fees for parking only between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. The Church may condition this Agreement to extension of these fees for parking hours on the City’s agreement that persons using the Lot for the church purposes would not be required to pay any fee during such extended hours.

In the event there is a wedding, funeral, all day church service or day care center event or meeting, the City will cover, hood, or otherwise bag all the meters located on the Lot, if any, for such parking spaces as requested by the Church covered by this Agreement, and make available any parking spaces permitted to others, for so much of that day as the Church deems advisable to serve its people in connection with such event or meeting, if notified by the Church, by email, on or before 12:00 Noon the day prior to the time when such meters are required to be covered, hooded or bagged. In the event the City does not cover, bag or hood the meters and fails to reserve any permitted parking spaces after receiving such notice in writing, then the Church reserves the right to cover, bag and hood such meters and reserve the required parking spaces, pursuant to the terms herein. No tickets shall be given nor parking fees charged in connection with the parking spaces which are hooded, bagged or otherwise covered or reserved for and event or meeting, if notice is given as required hereunder. Any notice to be given to the City by the Church pursuant to this

EXECUTION VERSION

paragraph shall be sent via email, Attention: Parking Director at email: parking@coralgables.com.

The Church and City agree that the Church has use of the thirty-six (36) spaces in the Lot, as illustrated in **Exhibit B**, at no cost to the Church. Appropriate signage, as determined at the discretion of the Parking Director, designating the spaces for church use shall be installed by the City as part of the Lot improvements.

The City shall operate the Lot in compliance with all applicable Federal, State and municipal laws, rules or regulations. Further, the City covenants not to permit or cause any lien or encumbrance to be placed against the Lot as a result of the actions of the City or its contractors.

The City shall provide, subject to the terms and conditions hereof, sufficient operating personnel to collect parking charges and operate the Lot's pay station. The City shall cause the Lot to be operated every day of the year.

4. PARKING CHARGES/MANAGEMENT FEE/RECORDS: The rates to be charged by users of the Lot shall be established by the City and may include short-term parking or permit parking. The short-term parking shall generally be on an hourly basis or a flat rate when deemed appropriate by the City, so long as such flat rate is not anticipated to decrease the gross income from the Lot as a result. The City may adjust rates in its sole and absolute discretion, as determined by the City Commission from time to time. The monthly permit parking shall generally be on a monthly basis starting at rates deemed appropriate by the City, which the City may adjust in its sole and absolute discretion. Notwithstanding anything to the contrary herein, the parties acknowledge that there is no charge for lawful parking in handicapped spaces.

Within fifteen (15) days of the end of each quarter, the City shall remit to the Church fifty percent (50%) of all Parking Revenue, as hereinafter defined, generated from the Lot. "**Parking Revenue**" is defined as the greater of the following: (i) 80% of the Gross Revenues, as hereinafter defined, or (ii) Gross Revenues minus the actual cost of operating and maintaining the Lot, including administrative overhead and the cost of insurance required by this Agreement. "**Gross Revenues**" are defined as all revenue from the operation of the Lot, including, without limitation, monthly parking permit fees and parking meter collections, but shall not include sales tax collected by the City, which sales tax shall be remitted by the City to the State. Notwithstanding anything to the contrary herein, the City shall not be obligated to pay any income, inheritance, estate or succession tax, assessment (including the assessment of the Business Improvement District or other special assessments), or real estate tax, or any other tax in the nature of the described taxes, or any other tax that may be levied or assessed against the Church with respect to the income derived from this Agreement, nor shall the City be obligated to pay any corporate, franchise or excise tax, which may be assessed or levied against the Church, or any corporate successor, transferee or anyone claiming any interest under the Church. All such taxes and assessments shall be the responsibility of the Church. The City shall retain the remaining fifty percent (50%) of Parking Revenue as a "**Management Fee.**"

The City may wish to continue using the City's adjacent property directly west of the Lot, as more particularly described in **Exhibit C** attached hereto and made a part hereof (the "**City Property**"), as a parking lot prior to the City's planned construction of a fire house and public park on the City Property. Notwithstanding anything to the contrary in this Agreement, the parties agree that any parking permits sold will be allocated to the seventeen (17) parking spaces, as illustrated in **Exhibit B**, on the Church-owned Lot first, and then allocated to any parking spaces located on the City Property.

The City shall keep complete records of all receipts and disbursements pertaining to the operation of the Lot and shall provide a quarterly report showing all Parking Revenue. Within 60 days after the end of each calendar year, the City shall submit to the Church a statement prepared in accordance with generally

EXECUTION VERSION

acceptable accounting principles, which statement shall show all items of Parking Revenue relating to operation of the Lot during that year.

The City shall establish and maintain complete and auditable books and records showing details of all Parking Revenue, and the City shall retain such books and records for at least three (3) years. The Church shall have the right, upon reasonable notice and at the Church's cost, to audit and copy the City's books and records relating to operation of the Lot.

The Parking Department of the City shall provide to the Church a weekly report on the revenue generated at the Lot.

5. IMPROVEMENTS: The City shall be responsible for certain initial improvements to the Lot, as described in this section, and may also, at its sole expense, make additional improvements to the Lot, as reasonably desired by the City during the Term of this Agreement (collectively, the "**Lot Improvements**"), subject to the review of the plans and approval by the Church. The Lot Improvements shall be completed within six (6) months after the Effective Date (the "**Anticipated Improvement Completion Date**"), subject to delays resulting from Force Majeure (as defined herein) or Construction Delays (as defined herein). The "**Construction Delays**" shall be deemed to be delays resulting from labor disputes (whether lawful or not), material shortages, strikes, lack of services, government executive orders, lack of equipment, transportation delays or any other events that are beyond the City's control. In the event that the Lot Improvements are not completed by the Anticipated Improvement Completion Date as a result of an event of Force Majeure or Construction Delays, the City shall have the right to extend the Anticipated Improvement Completion Date for a reasonable period of time, provided that the City is diligently and in good faith working to complete the Lot Improvements.

The date that the Lot Improvements are completed and related permits are closed shall be deemed the "**Improvement Completion Date.**"

The City's initial Lot Improvements shall consist of furnishing all labor, material, equipment, supervision, construction documents/specifications, and all required filing and permitting for the purpose of re-routing traffic to exit the Church property back to Sunset Drive through the middle section of the Lot as follows:

A. The City will be responsible for securing all applicable permits for demolition and construction work provided for in this section and subsequent use of the Lot by the City (as manager) and the Church (as owner), for the purpose set forth in this Agreement, including without limitation, through Miami-Dade County Fire Department, Department of Public Works, Department of Environmental Resources Management (DERM), the City of Coral Gables Development Services Department and other governmental authorities, as required and/or applicable. The City will adhere to all applicable Federal, State and local codes and ordinances in the design and construction of Lot Improvements. The City will also be responsible for all costs associated with the permitting for the Lot Improvements and construction.

B. A new CMU (concrete masonry unit) dumpster enclosure will be built to replace in-kind the existing structure (new structure to be located on the Southwest corner of the Lot in a location reasonably specified by the Church). The new structure will also have a concrete apron in front of the gates, concrete filled steel bollards, and chain link gates with a closing mechanism.

C. The new exit through the middle of the parking area (or curb cut), as illustrated in **Exhibit B**, will be provided by demolishing about 50 LF of existing concrete curb, sidewalk, and removing unsuitable material between the edge of pavement of Sunset Drive and Lot. The parties acknowledge that the goal regarding access to Sunset Drive from the Lot is for the City to construct this new exit so that the

EXECUTION VERSION

Church has a total of two (2) exits on its Lot in which to access Sunset Drive, and the City will have one (1) exit on the City Property for itself, for a total of three (3) curb cuts between both properties combined. In the event that the City is not able to obtain a permit or authorization to construct or make the second exit on the Church's Lot, then the City, at its cost and expense, agrees to enlarge and make improvements to the current exit on the Lot subject to the approval of the Church, which shall not be unreasonably withheld, conditioned or delayed, and subject to the any required approvals from Miami-Dade County.

D. New concrete curb will be installed to enclose the existing landscape islands at both sides of the new exit.

E. A new compacted 8-inch limerock base and a 1.5-inch asphalt course will be installed between the edge of pavement on Sunset Drive and the existing parking lot asphalt.

F. New 6-inch concrete sidewalk (replacing demolished section), asphalt stripping, and vehicular traffic control signage will also be installed, as required.

G. Florida native vegetation only is to be used in the landscaping of the Lot, which the City shall provide the Church with a list of plants, trees, and/or shrubbery in advance for the Church's approval, in its sole discretion, as a result of operating a day care center on the boundary of the Lot and needs to consider the type of vegetation to be planted for safety of the children. The Church shall have ten (10) days following receipt of a list of plants, trees, and/or shrubbery from the City to review, approve and/or reject such vegetation. The City shall not plant any vegetation rejected by the Church. In the event the Church does not provide a response within said time period, the list of plants, trees, and/or shrubbery delivered to the Church by the City shall be deemed approved. A copy of the notice relating to the vegetation shall be delivered to rivierachurch@bellsouth.net.

All Lot Improvements shall be performed on a turnkey basis and in a good and worker-like manner by contractors who are licensed, insured, and fully bonded, and shall be completed in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the City of Coral Gables and the Florida Building Code.

6. GRANT OF EASEMENT AND RIGHT TO USE: The City shall continuously and without interruption make available, and hereby grants to the Church, a non-exclusive easement and the right for the Church, and its respective agents, employees, contractors, customers, guests, licensees and invitees to use the City Property (as defined above) for ingress and egress of vehicles to the Lot, access to the dumpster (if applicable), and any additional purposes, to be determined at City's discretion, until the Improvement Completion Date.

7. UTILITIES: The City shall be responsible for the payment of all the utility costs incurred for and during the construction of the Lot Improvements and the operation of the Lot during the Term, and such expenses shall be part of the cost of operating and maintaining the Lot.

8. MAINTENANCE: The City shall maintain the Lot and all signage, pavement, wheel stops and other equipment thereon during the Term. The City shall provide sweeping, cleaning, washing and all landscaping services to keep the Lot free of dirt and debris, and to properly maintain the landscaping in a condition set by the City regulatory code first class condition.

9. INSURANCE: Under Section §768.28 of the Florida Statutes, the state and its agencies and subdivisions are authorized to be self-insured, enter into risk management programs, or purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment which they may be liable to pay pursuant to this article. It is understood

EXECUTION VERSION

and agreed that the City is a qualified self-insured governmental entity, and as such shall evidence insurance or self-insurance subject to the limitations of liability as set forth under Section §768.28 of the Florida Statutes. Nevertheless, the City agrees to the following:

A. The City shall provide evidence of the following lines of coverage to the Church in the form of a standard Certificate of Insurance, naming the Church as a Certificate Holder and Additional Insured:

(1) Commercial General Liability insurance, including personal and advertising injury for bodily injury and property damage with liability insurance limits of not less than \$1,000,000.00 combined single limit;

(2) Worker's Compensation Insurance for all employees of the City of Coral Gables, including statutory limits for employer's liability insurance contained in Florida Statutes Section 440; and

(3) Automobile Liability insurance covering all owned, non-owned and hired vehicles of the City of Coral Gables.

B. The City shall include or cause to be included in each contract for work to be performed at the Lot on behalf of the City the following insurance requirements:

(1) Commercial General Liability insurance, including products liability & completed operations coverage, personal and advertising injury, and personal injury and property damage liability with limits no less than \$1,000,000.00 per occurrence for bodily injury and property damage, and \$5,000,000.00 in the aggregate. Said policy or policies shall name the City and the Church as an additional insured.

(2) Worker's Compensation Insurance for all employees of contractors including statutory limits for employer's liability insurance contained in Florida Statutes Section 440.

(3) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a Combined Single Limit of no less than one million per occurrence. If vehicles are not owned or leased (long term) by the contractors, then only hired and non-owned coverage applies.

(4) Evidence of insurance of all contractors working for the City under this Agreement shall be maintained and kept for a period of time no less than the applicable statute of limitations for any claim that could be brought against the City of Coral Gables and/or the Church. These records shall be made available to the Church upon request. Evidence of insurance shall be in the form of a standard Certificate of Insurance naming the City of Coral Gables and the Church as an additional insured.

Furthermore, the Church agrees to maintain, and shall furnish to the City a Certificate of Insurance that shows that insurance coverage has been obtained that meets requirements outline below or as otherwise agreed in writing between City and Church:

A. Public Liability Insurance – on a comprehensive basis, in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage combined. The Church and the City shall be named as co-insureds with respect to this coverage.

B. Automobile Liability Insurance – covering all owned, non-owned and hired vehicles used in connection with the Agreement, in an amount not less than \$1,000,000.00 per occurrence

EXECUTION VERSION

for bodily injury and property damage combined.

10. INDEMNITY; HOLD HARMLESS: The City shall defend, indemnify and hold harmless the Church its employees, administrators, and agents, from and against all suits, actions, claims, costs, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs at trial and all other levels), including, subject to the limitations set forth in Section 762.28, F.S., those resulting from death, personal injury and property damage of anyone other than the Church or its employees, but only to the extent attributable to the gross negligence or other willful misconduct of the City or its agents or employees.

The Church shall defend, indemnify and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against any and all suits, actions, claims, costs, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs at trial and all other levels), including, without limitation, those resulting from death, personal injury and property damage, arising from or related to gross negligence or other willful misconduct of the Church.

All personal property placed or moved into the Lot by the City shall be at the risk of the City, and the Church shall not be liable to the City for any damage to said personal property.

11. RELATIONSHIP OF PARTIES: Nothing herein contained to the contrary shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Church and the City, it being expressly understood and agreed that neither the computation of Parking Revenue nor any other provisions contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relations between the Church and the City other than the relationship of owner and manager. Notwithstanding the fact that the City is the manager under this Agreement, the Church acknowledges that this Agreement does not grant the Church any rights or create any exceptions to its obligation to comply with and meet the requirements of all the City's ordinances, resolutions and codes, and that the management relationship shall have no effect upon the jurisdiction and governing rights of the City over the Lot and, except for the City's ordinances, resolutions and codes that the City is required to comply with pursuant to this Agreement, the Church shall be required to fulfill and comply with all other applicable laws, rules and regulations, ordinances and resolutions of the City as though no such management relationship existed, including, without limitation, all requirements of the City's Building and Zoning Department or other pertinent the City agencies.

12. MECHANIC'S LIENS: The City shall keep the Lot and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for City. In the event any such lien shall be made or filed, the City shall bond against or discharge the same within thirty (30) days after it receives notice of the same.

13. ASSIGNMENT: Without the prior written consent of the Church, the City shall not, directly or indirectly, assign, transfer, mortgage, pledge or otherwise encumber or dispose of this Agreement or assign the Lot or any part thereof. Notwithstanding anything to the contrary, the City, at the City's expense, may contract with a parking management company to administer the City's obligations under this Agreement in accordance the City's procurement requirements, but no such contract shall relieve the City of any of its obligations under this Agreement. The Church may assign, in the event the Lot is sold, this Agreement by providing the City with at least thirty (30) days' prior written notice of the assignment.

14. CASUALTY OR CONDEMNATION: If during the Term, all or any portion of the Lot shall be condemned or taken by eminent domain (a "Taking") or damaged by fire or other casualty

EXECUTION VERSION

(“**Casualty**”) so that the Lot can no longer be used as a parking lot, then upon the date such Taking becomes effective or upon the date the Lot ceases to operate as a result of such Casualty, this Agreement shall terminate. If the Lot can continue to be operated, then this Agreement shall remain in full force and effect.

In the event of any Taking or Casualty, the Church shall be entitled to recover and receive all compensation or proceeds recoverable therefore with regard to the Lot, and the City shall be entitled to recover and receive fifty percent (50%) of all compensation or proceeds recoverable therefore with regard to the Lot Improvements.

15. DEFAULT: Notwithstanding the right to terminate herein, the Church shall, in addition to any other remedy available to the Church, have the right to immediately terminate this Agreement without advance written notice and take possession of and operate the Lot upon the occurrence of any of the following events:

A. If the City shall default in the payment of any sums to be properly paid by the City to the Church hereunder, and such default shall not be cured within forty-five (45) days after receipt of written notice thereof;

B. If the City, without the prior written consent of the Church, shall fail to manage and operate the Lot as required herein, and such failure shall not be cured within forty-five (45) days of receipt of written notice thereof; or

C. If the City shall default in the performance of any other term or provision of this Agreement and shall fail to cure within forty-five (45) days after receipt of written notice from the Church.

Notwithstanding the City’s right to terminate herein, the City shall, in addition to any other remedy available to the City, have the right to immediately terminate this Agreement upon the Church’s breach of any term or provision of this Agreement and shall fail to cure such breach within forty-five (45) days after receipt of written notice from the City. Notwithstanding anything contained herein, the City shall have the right to immediately terminate this Agreement if the Church shall prevent the City from using the Lot for a period of thirty (30) or more consecutive days or more than sixty (60) days during any calendar year, except following the occurrence and during the continuation of a Force Majeure event.

16. NO WAIVER: Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but said party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity.

No waiver of any term, provision, condition or covenant of this Agreement by either party, or the failure of either party to insist upon strict performance of one or more covenants or conditions of this Agreement shall be deemed to imply or constitute a further waiver by said party of any other term, provision, condition or covenant of this Agreement.

17. NOTICE: Any notice to be given as provided for in this Agreement shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, addressed to the respective party at the addresses set forth in the first page of this Agreement, or hand delivered or sent by a nationally recognized overnight courier. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given on delivery or refusal.

EXECUTION VERSION

18. SIGNAGE: The City shall have the right to install parking signs on the Lot; provided, however, that such signs comply with all requirements of municipal and county governmental requirements. The Church has the option of installing or erecting signage advertising its church/worship services or day care services on the portion of the Lot adjacent to Sunset Drive. The erection of such sign shall not interfere with the parking on the Lot and shall comply with all requirements of municipal and county governmental requirements.

19. RESERVATION FOR SEPTIC TANK OR PLUMBING: The parties hereto acknowledge and agreed that the Church shall have the right at any time during the term of this Agreement to install, in its sole and absolute discretion and expense, a septic tank drain field or other similar plumbing facilities underneath the surface of all or any part of the Lot. Provided that the Church gives ninety (90) days' written notice prior to the commencement of such installation or construction. In the event the Church does at any time or from time to time install such facilities, the Church shall restore the paving and surface of the Lot to a substantially similar condition by filling and repaving such Lot, as necessary. Further, provided that the installation of the facilities as outlined in this paragraph is carried on in a worker-like manner and performed expeditiously, the Church shall not be responsible for any loss or diminution in revenues from parking on the Lot resulting from such installation, construction or subsequent repair of these facilities.

20. QUIET ENJOYMENT: The City, upon paying the agreed portion of the Parking Revenue to the Church and performing all of the City's covenants and agreements herein contained, shall and may peacefully and quietly manage the operation of the Lot for parking purposes subject to the terms, covenants, and provisions set herein.

21. INVALIDITY OF PROVISION; GOVERNING LAW: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall be in Miami-Dade County.

22. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this Agreement.

23. SUCCESSORS AND ASSIGNS: All terms and provisions of this Agreement to be observed and performed by the parties shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment as provided herein.

24. ATTORNEYS' FEES: In the event of a lawsuit, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy.

25. MISCELLANEOUS: The terms the City and the Church as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Agreement are expressed in the total language of this Agreement and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement. All references to days herein shall mean calendar days. All exhibits attached to this Agreement, if any, are hereby incorporated in and made a part hereof. Neither this

EXECUTION VERSION

Agreement nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. The Church certifies that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that they are not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation.

26. EFFECTIVE DATE: Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Lot. This instrument becomes effective only upon execution and delivery by both the City and the Church.

27. FORCE MAJEURE: Whenever a period of time is herein provided for performance of any act or thing, neither the City nor the Church shall be liable or responsible for any delays due to Force Majeure. The term "**Force Majeure**" shall include the City's inability to perform or fulfil any obligations under this Agreement as a result, directly or indirectly, of forces beyond its control, including, without limitation, "Acts of God," labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental or utility authority, civil riots, acts of war, terrorism, civil or military disturbances, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, health care and public safety emergencies, pandemics, and natural disasters or catastrophes, such as earthquakes, floods, tornados, hurricanes or other damaging wind events, but shall not mean financial inability.

28. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by the City and the Church. The Church acknowledges and agrees that it has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

29. DRAFTING OF AGREEMENT: The drafting and negotiation of this Agreement have been participated in by each of the parties, and for all purposes, therefore, this Agreement shall be deemed to have been drafted jointly by each of the parties.

30. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute but one and the same instrument.

31. SURVIVAL: All provisions of this Agreement intended by their terms to survive expiration or earlier termination shall survive including, but not limited to, all Lot Improvements and indemnification obligations contained herein.

32. SUBORDINATION: The City's rights under this Agreement shall always be subordinate to the operation and effect of any applicable lender's mortgage, deed of trust, ground lease, or other security instrument now or hereafter placed upon or governing the Lot by the Church. This clause shall be self-operative, and no further instrument of subordination shall be required, however, if requested, the City will cooperate, in good faith and in a commercially reasonable manner, to meet the requirement of any such lender as it relates to this Agreement.

33. THE CHURCH'S AUTHORITY TO EXECUTE: The Church hereby represents and warrants to the City that this Agreement has been duly authorized by all of its shareholders, and further represents and warrants to the City that this Agreement has been duly executed and delivered and constitutes

a legal, valid and binding agreement of the Church enforceable in accordance with its terms.

34. SOVEREIGN IMMUNITY: The Church and the City acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against the City other than claims arising out of this Agreement. Specifically, the Church acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Without limiting any right of the Church to assert any claims against the City based upon a breach by the City of this Agreement as just provided, nothing in this Agreement shall be intended to operate as a waiver of the City's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

35. FLORIDA PUBLIC RECORDS LAW, FLORIDA STATUTES CHAPTER 119, ET SEQ.: Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such statute. The Church acknowledges that records and books, which are not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. The Church also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, the Church agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein. **IF THE CHURCH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHURCH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, CITYCLERK@CORALGABLES.COM, 405 BILTMORE WAY, FIRST FLOOR, CORAL GABLES, FL 33134.**

36. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL [ADMINISTRATIVE DISPUTE RESOLUTION ALTERNATIVES] BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE A GIVEN DISPUTE. THE PARTIES MUTUALLY AGREE THAT THEY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY DISPUTE OR COURT ACTION ARISING FROM, GROWING OUT OF, OR RELATED TO THIS AGREEMENT.

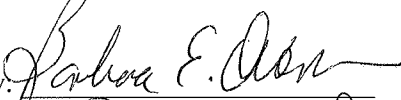
[SIGNATURES FOLLOW]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Amended and Restated Parking Management Agreement at Miami-Dade County, Florida, as of the day and year first above written.

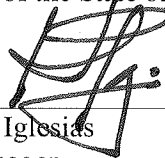
CHURCH:

RIVIERA PRESBYTERIAN CHURCH,
a Florida not for profit corporation

By: 
Name: Barbara E. Overton
Title: President
Dated: May 1, 2020

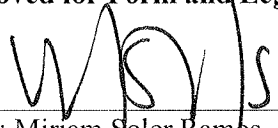
CITY:

CITY OF CORAL GABLES,
a municipal corporation existing
under the laws of the State of Florida


By: 
Name: Peter J. Iglesias
Title: City Manager

Date: May 4, 2020

Approved for Form and Legal Sufficiency:

By: 
Name: Miriam Soler Ramos
Title: City Attorney

Attestation of Signatures:

By: 
Name: Billy X. Urquia
Title: City Clerk

[Signature page to Amended and Restated Parking Management Agreement]

Exhibit A

Lot

Legal Description

A PARCEL OF LAND WITHIN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST CONTAINING LOTS 1 THROUGH 4 AND LOTS 19 THROUGH 22 OF BLOCK 220, OF CORAL GABLES RIVIERA, SECTION 13, AS RECORDED IN PLAT BOOK 28, PAGE 30, AND

ALL OF LOTS 8 THROUGH 17, AND THE EAST 25 FEET OF LOTS 7 AND 18, BLOCK 219, OF CORAL GABLES RIVIERA, SECTION 14, SECOND REVISION, AS RECORDED IN PLAT BOOK 28, PAGE 32, ALSO CONTAINING THE FORMER 60.00 FEET OF ROADWAY LYING BETWEEN BLOCKS 219 AND 220 REVOKED PER DEED BOOK 2025, PAGES 199 THROUGH 201, ALL IN THE RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit B

Lot (Illustration)

**17 PARKING SPACES/
PERMITS**

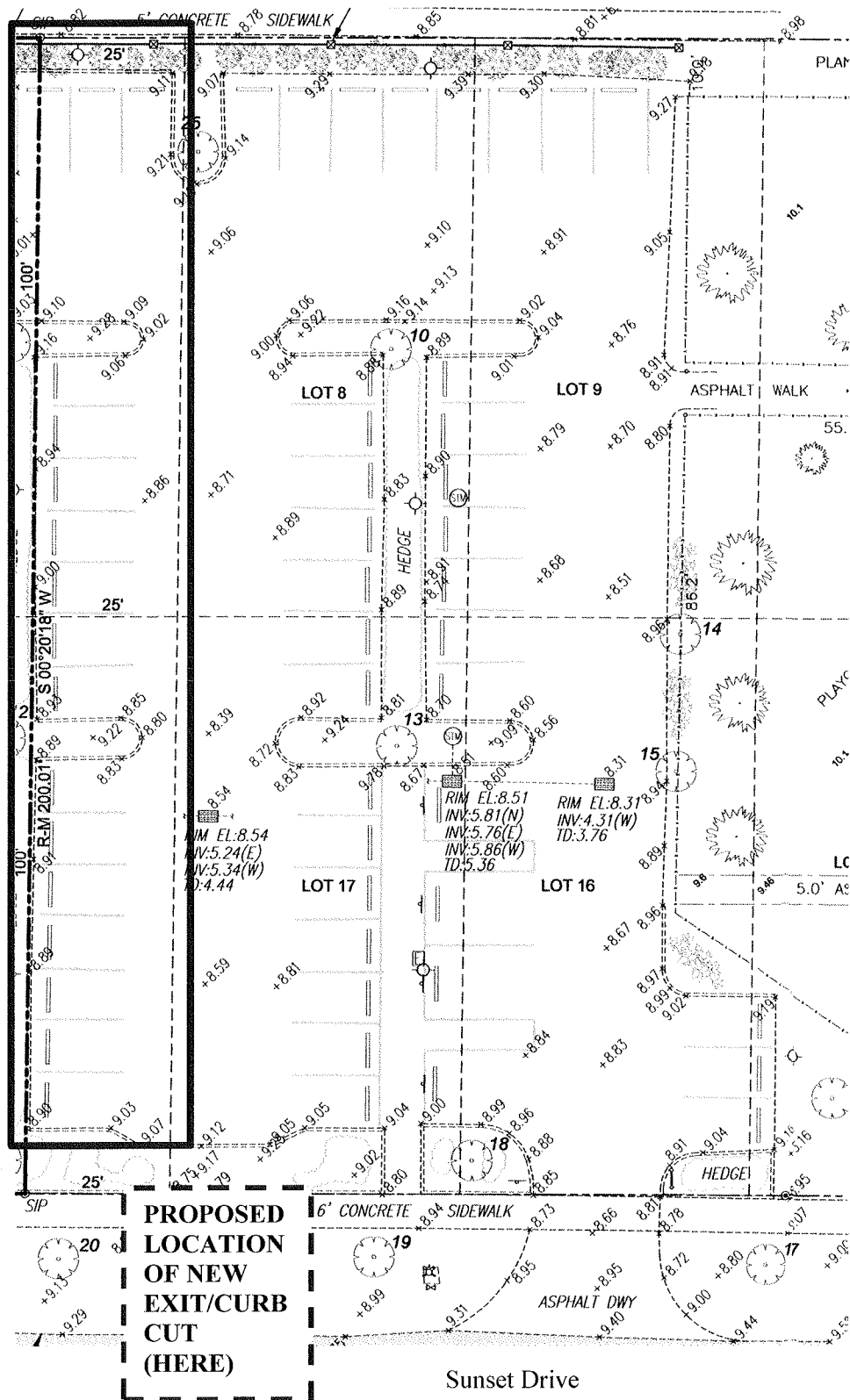


Exhibit C

City Property
Legal Description

LOTS 6 AND 19, AND THE WEST 25 FEET OF LOTS 7 AND 18, OF BLOCK 219, OF THE SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14, AS RECORDED IN PLAT BOOK 28, AT PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

