




CITY OF Boca Raton

CITY HALL
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7700
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

MEMORANDUM

DATE: April 23, 2026

TO: Mayor and City Council Members

FROM: Mark Sohaney
City Manager 

SUBJECT: 1531 West Palmetto Park Road
Lease Amendment
Trustbridge, Inc. (Successor in Interest to Hospice by the Sea, Inc.)

RECOMMENDATION

I recommend that the City Council approve the ordinance authorizing execution of a first amendment to a lease agreement covering approximately 5.12 acres of City-owned property located at 1531 West Palmetto Park Road for use as a hospice.

BACKGROUND

On June 12, 1984, the City Council approved Ordinance No. 3324, which granted a 50-year lease ("Lease") to Hospice by the Sea, Inc. ("Lessee") for the establishment of a hospice. The 5.12-acre City-owned property is located at 1531 West Palmetto Park Road ("Property"). The original lease is set to expire on June 12, 2034.

Pursuant to the Lease, Section 19, "Amendments," the Lease cannot be amended except in writing and executed by both parties. Trustbridge, Inc. (Successor in Interest to Hospice by the Sea, Inc.) has requested in writing to amend the terms of the 1984 lease as described below ("First Amendment"). The Lessee requests that the City Council approve the ordinance authorizing the execution of the First Amendment ("Ordinance").

The Ordinance will extend the Lease until June 12, 2044, and requires the Lessee to provide reasonable documentation that they have spent one million dollars (\$1,000,000) in capital improvements to the Property between June 12, 2024, and June 11, 2044, before the City may approve an additional extension. The required documentation of the Lessee's \$1,000,000 investment in the Property must be submitted no less than 180 days prior to the new expiration date of the Lease.

If the Lessee fails to submit this on time, or the City reasonably determines that the investment threshold has not been met, the Lease, including the First Amendment, will expire on June 12, 2044, and no renewal rights will be granted. The City Manager or their designee will issue a written decision within 60 days of receiving the Lessee's compliance documentation.

Additionally, the following sections of the Lease will also be modified by the First Amendment:

- **Section 4:** This section provides that any cessation of inpatient hospice services on the premises, or any material change to the nature of operations such that the Property no longer serves a predominantly hospice-related public purpose, shall be subject to the notice and cure provisions set forth in Section 13 of the Lease and may constitute a material breach of the lease if not timely cured.
- **Section 10(a):** This subsection was replaced with a new clause addressing the destruction of on-site improvements by fire, hurricane, or other casualty. The Lessee must make all repairs or demolish and remove improvements to restore the premises to a safe and usable condition.
- **Section 14:** This section was replaced with a new indemnification clause consistent with current City requirements, under which the Lessee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs at all levels) arising out of or relating to: (a) the Property's use, (b) any act or omission by the Lessee, and (c) any breach of the Lease. This includes, without limitation, all legal fees and costs incurred by the City in enforcing the terms of the Lease. This indemnification obligation survives the expiration or earlier termination of the Lease.
- **Section 15:** This section was replaced with current insurance requirements, including that the Lessee shall maintain, for the life of the Lease, commercial general liability insurance at a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The commercial general liability policy shall contain standard cross-liability and severability provisions and shall include coverage for liability assumed under the Lease.

The Planning and Zoning Board voted unanimously to recommend approval of this Ordinance to the City Council during its meeting on April 16, 2026.

FISCAL IMPACT

There will be no fiscal impact to the City.

STRATEGIC IMPACT

This Application supports the City's Strategic Focus Area—a Financially Sound City that exemplifies stability and fiscal stewardship through responsible management and sustainable practices.

Document originated by: Anne Hathaway, Property Specialist, Development Services

City of Boca Raton



Incorporated 1925

ORDINANCE

5786

1
2 AN ORDINANCE OF THE CITY OF BOCA RATON
3 AUTHORIZING, PURSUANT TO CHAPTER 13, ARTICLE III,
4 CODE OF ORDINANCES, AN AMENDMENT TO AN
5 EXISTING LEASE OF APPROXIMATELY 5.12 ACRES OF
6 CITY-OWNED LAND GENERALLY LOCATED AT 1531
7 WEST PALMETTO PARK ROAD, TO EXTEND THE
8 EXPIRATION DATE OF THE LEASE FROM JUNE 12, 2034
9 TO JUNE 12, 2044, TO ALLOW FOR THE CONTINUED
10 OPERATION OF A HOSPICE FACILITY, AND TO UPDATE
11 OTHER LEASE TERMS, INCLUDING A REQUIRED
12 CAPITAL IMPROVEMENT INVESTMENT BY THE LESSEE;
13 PROVIDING FOR SEVERABILITY; PROVIDING FOR
14 REPEALER; PROVIDING AN EFFECTIVE DATE (SC-26-01)
15

16 WHEREAS, Chapter 13, Article III, Code of Ordinances, provides that any sale of
17 City-owned property must be authorized by ordinance, and defines "sale" to include "the
18 creation of a leasehold interest of 5 years or longer in duration;" and
19

1 WHEREAS, the City of Boca Raton (the "City") acquired the approximately 5.12 acres
2 of land generally located at 1531 West Palmetto Park Road ("Property," described in Exhibit "A")
3 from the Florida Department of Transportation ("FDOT") in April 1984 through a quit claim deed
4 recorded in Book 4239, Page 467, of the Official Records in Palm Beach County, Florida ("Quit
5 Claim Deed"); and

6 WHEREAS, the Quit Claim Deed provides that the conveyance of the Property from
7 FDOT to the City is specifically for the establishment of a hospice, parks and recreation or other
8 related purposes; and

9 WHEREAS, on June 12, 1984, the City Council adopted Ordinance No. 3324,
10 authorizing the lease of the Property to, and approving the lease agreement with, Hospice by
11 the Sea, Inc. (the "Lease", described in Exhibit "B") for the purpose of establishing a hospice on
12 the Property; and

13 WHEREAS, the term of the Lease is set to expire on June 12, 2034; and

14 WHEREAS, Trustbridge, Inc. (successor-in-interest to Hospice by the Sea, Inc.)
15 ("Lessee") has maintained the Property to a high standard and made more than \$13,000,000 in
16 capital improvements since 1988, and intends to invest an additional \$1,000,000 in capital
17 improvements to the Property over the next four (4) years; and

18 WHEREAS, the Lessee has requested to extend the original term of the Lease to
19 continue operating a hospice facility on the Property for an additional ten (10) years (through
20 June 12, 2044), with up to four (4) additional renewals of ten (10) years each; and

21 WHEREAS, the City and Lessee have prepared the First Amendment to Lease
22 Agreement ("Lease Amendment," attached as Exhibit "C"); and

23 WHEREAS, the Planning and Zoning Board has reviewed the Lease Amendment and
24 has forwarded its recommendation to the City Council; and

25 WHEREAS, the City of Boca Raton desires to authorize the City Manager to execute
26 the Lease Amendment; now therefore

1
2
3 THE CITY OF BOCA RATON HEREBY ORDAINS:
4

5 Section 1. The Lease Amendment is hereby subject to the terms and provisions of
6 this ordinance, Chapter 13, Article III, Code of Ordinances.

7 Section 2. The City Manager is hereby authorized to execute the Lease Amendment,
8 together with such nonmaterial changes as may be acceptable to the City Manager and City
9 Attorney.

10 Section 3. If any section, subsection, clause or provision of this ordinance is held
11 invalid, the remainder shall not be affected by such invalidity.

12 Section 4. All ordinances and resolutions or parts of ordinances and resolutions and
13 all sections and parts of sections in conflict herewith shall be and hereby are repealed.

14 Section 5. This ordinance shall take effect immediately after adoption.
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PASSED AND ADOPTED by the City Council of the City of Boca Raton this _____
day of _____, 2026.


CITY OF BOCA RATON, FLORIDA

ATTEST:

Mary Siddons, City Clerk

Andy Thomson, Mayor

Approved as to form:



Joshua P. Koehler
City Attorney

COUNCIL MEMBERS	YES	NO	ABSTAINED
MAYOR ANDY THOMSON			
DEPUTY MAYOR MICHELLE GRAU			
COUNCIL MEMBER YVETTE DRUCKER			
COUNCIL MEMBER JON PEARLMAN			
COUNCIL MEMBER STACY SIPPLE			

22
23

EXHIBIT A

1366

original 79-84

COUNTY : Palm Beach
SECTION : 93220-2301
STATE ROAD : I-95
PARCEL NO. : 36 (part)

QUITCLAIM DEED

THIS INDENTURE, made this 18th day of April, 1984, by and between the STATE OF FLORIDA, by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Grantor", and City of Boca Raton, Boca Raton, Florida 33432 hereinafter called "Grantee".

WITNESSETH

WHEREAS, the hereinafter described land was acquired by Grantor for use as right of way for a state road on the state highway system, and WHEREAS, said road has been classified as part of the public road system over which Grantee has jurisdiction and the Secretary of Transportation has approved transfer of legal title to Grantee as authorized by Section 337.25(5) Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Grantor does hereby remise, release and quitclaim unto the Grantee, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Grantee.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens or encumbrances of any nature whatsoever which the Grantee hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its Director of Preconstruction and Design and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Return To:
City of Boca Raton
ENGINEERING
301 W. Palm-Ho-Park Road
Boca Raton, Fla. 33432

1360
.45

84239 P0467

84 MAY 16 MID 38
84 106139

118495
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
MAY 15 '84
00.45

COUNTY : Palm Beach
SECTION : 93220-2301
STATE ROAD : I-95
PARCEL NO. : 36 (part)

Signed, sealed and delivered
in our presence as witnesses:

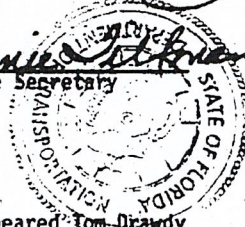
[Signature]

Betty L. Sigemore

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: [Signature]
Thomas E. Drawdy, Director
Division of Preconstruction
and Design

Attest: [Signature]
Executive Secretary

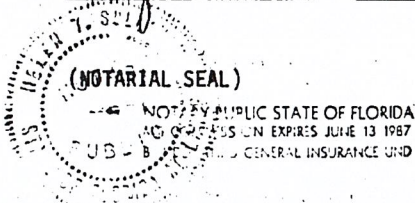


STATE OF FLORIDA)
COUNTY OF LEON)

BEFORE ME, the undersigned authority, this day appeared Tom Drawdy
and Stephane Tillman Director of Preconstruction and Design and Executive
Secretary of the State of Florida Department of Transportation, respectively,
to me known to be the persons described in and who executed the foregoing
instrument, and they severally acknowledged the execution thereof to be their
free act and deed as such officers for the uses and purposes therein
mentioned, and that they affixed thereto the official seal of said State of
Florida Department of Transportation, and the said instrument is the act and
deed of said Department.

WITNESS my hand and official seal this 18th day of

April, 19 84.



[Signature]
Notary Public

Prepared under the supervision of:

[Signature], Attorney

Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32301

ACCEPTED AND APPROVED

CITY OF BOCA RATON, FLORIDA

By: [Signature]
William A. Konrad, Mayor

Attest: [Signature]
City Clerk

B4239 P0468

EXHIBIT "A"

Section 9322-203
Parcel 36 (Part)
Palm Beach County

Description

Parcel "A"

A parcel of land, located in the S.W. $\frac{1}{4}$ of section 24, T. 47 S., R. 42 E., Palm Beach County, Florida, being a part of those lands previously conveyed by deed recorded in Deed Book 883, Page 314, of the official records of Palm Beach County, and more particularly described as follows:

Commencing at the Southwest corner of the stated Section 24, thence run S. $89^{\circ}49'31''$ E. (deed) along the South Section line 1820.66 feet, thence run N. $00^{\circ}48'31''$ W. (deed), perpendicular to the South Section line, 300.04 feet, thence run N. $89^{\circ}49'31''$ W. (deed) 100.01 feet to the POINT OF BEGINNING, said point being also the beginning of a portion of Limited Access Right of Way Line for State Road 9 (I-95) Section 93220-2411, thence continue N. $89^{\circ}49'31''$ W. (deed) along said right of way line 276.43 feet, thence run N. $55^{\circ}44'11''$ W. along the right of way line 172.12 feet, thence run N. $15^{\circ}19'03''$ W. along the right of way line 418.67 feet to the end of this portion of Limited Access Right of Way Line, thence run S. $89^{\circ}49'31''$ E. (deed) 522.22 feet, thence run S. $00^{\circ}48'31''$ E. (deed) 500.00 feet back to the POINT OF BEGINNING.

Containing 5.12 acres.

Reserving unto the State of Florida, Department of Transportation, all rights of ingress, egress, light, air and view between the above described Limited Access Right of Way Line and State Road 9 (I-95). This conveyance is made specifically for the establishment of a hospice, parks and recreation or other related purposes.

Prepared by

Jim Fronsoe

Jim Fronsoe, P.L.S.

dated: 4-3-'84

84239 P0468

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN R. DUNKLE
CLERK CIRCUIT COURT

EXHIBIT B

1 Beach County, and more particularly described as
2 follows:

3 Commencing at the Southwest corner of the stated
4 Section 24, thence run S. 89° 49' 31" E. (deed)
5 along the South Section line 1820.66 feet, thence
6 run N. 00° 48' 31" W. (deed), perpendicular to
7 the South Section line, 300.04 feet, thence run
8 N. 89° 49' 31" W. (deed) 100.01 feet to the POINT
9 OF BEGINNING, said point being also the beginning
10 of a portion of Limited Access Right of Way Line
11 for State Road 9 (I-95) Section 93220-2411,
12 thence continue N. 89° 49' 31" W. (deed) along
13 said right of way line 276.43 feet, thence run N.
14 55° 44' 11" W. along the right of way line 172.12
15 feet, thence run No. 15° 19' 03" W. along the
16 right of way line 418.67 feet to the end of this
17 portion of Limited Access Right of Way Line,
18 thence run S. 89° 49' 31" E. (deed) 522.22 feet,
19 thence run S. 00° 48' 31" E. (deed) 500.00 feet
20 back to the POINT OF BEGINNING.

21 Containing 5.12 acres.

22 Reserving unto the State of Florida, Department
23 of Transportation, all rights of ingress, egress,
24 light, air and view between the above described
25 Limited Access Right of Way Line and State Road 9
26 (I-95). This conveyance is made specifically for
27 the establishment of a hospice.

28 Reserving unto the City of Boca Raton the right
29 to use the following described property as a
30 spoil easement or fill easement, or to grant said
31 easements to the lessee of the adjoining prop-
erty, in order to raise the elevation of the
adjoining access roadway:

32 A portion of the Southwest One-Quarter
33 (SW $\frac{1}{4}$) of Section 24, Township 47 South,
34 Range 42 East, Palm Beach County, Flori-
35 da, more particularly described as
follows:

36 Commencing at the Southwest corner of
37 said Section 24; thence run S 89° 49' 31"
38 E along the south line of said Section 24
39 a distance of 1820.66 feet to a point;
40 thence run N 00° 48' 31" W 300.04 feet to
41 a point on the north right-of-way line of
42 W. Palmetto Park Road; thence run N 89°
43 49' 31" W 100.01 feet along said north
44 right-of-way line to the POINT OF BEGIN-
45 NING; thence continue N 89° 49' 31" W
46 25.00 feet along said north right-of-way
47 line to a point; thence run N 00° 48' 31"
48 W 500.00 feet to a point; thence run S
49 89° 49' 31" E 25.00 feet to a point;
50 thence run S 00° 48' 31" E 500.00 feet to
51 the POINT OF BEGINNING. Containing 0.287
52 acres, more or less.

53 Section 2. The lessee is:

54 Hospice By The Sea, Inc.
55 1580 N.W. 2nd Avenue
Boca Raton, Florida 33432

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 12th day of June, 1984, by and between the CITY OF BOCA RATON, a municipal corporation of the State of Florida, hereinafter called the "CITY", and HOSPICE BY THE SEA, INC., hereinafter called the "LESSEE."

WHEREAS, the LESSEE desires to provide specialized health care programs for family and patient care, emphasizing the management of symptoms associated with terminal illness, and to construct, maintain and operate facilities (herein, the HOSPICE) for such programs, and the CITY desires to make the property described herein available for such purposes in order to contribute to the health, safety and welfare of the community;

NOW THEREFORE, upon the terms and conditions hereinafter specified and by virtue of the representations herein made, the CITY does hereby lease and let unto the LESSEE the real property situated in Boca Raton, Palm Beach County, Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

The terms, conditions, covenants and agreements of this Lease are as follows:

1. Term. The term of this Lease is for a period of fifty (50) years, commencing on the date of this Lease Agreement and ending at midnight on the fiftieth anniversary of that date. This Lease shall be automatically extended for additional periods of five (5) years from the expiration date of the initial term of this Lease, and each extension thereof, provided the LESSEE is not in default under the terms of this Lease, or has not notified the CITY in writing that it does not desire an extension; provided, however, that this Lease may be cancelled by the CITY when written notice is provided one year in advance of the expiration of the initial term or any extension thereof.

2. Rental. The amount of lease rental shall be One Dollar (\$1.00) per year, payable upon the execution hereof and on the anniversary date of delivery of possession each year thereafter for the term of the Lease.

3. Assignment. The LESSEE shall not assign this Lease without the prior written consent of the CITY, which shall not be unreasonably withheld. This section shall not prevent LESSEE from merely changing its corporate name, however, and LESSEE shall promptly notify the CITY of any such name change.

4. Purpose. The LESSEE shall use and maintain the premises primarily as an in-patient hospice facility for the benefit of the citizens of the area, and for such other purposes as are incidental thereto. The LESSEE may permit the use of the facilities by charitable, educational, and service organizations for meetings, lectures and programs generally supportive of the primary use of the premises, as determined by the LESSEE.

5. Personal Property Loss. All personal property placed or moved into the premises shall be at the risk of the LESSEE or the owner thereof, and the CITY shall not be liable for any damage to or loss of said personal property arising from theft, fire, smoke, storm water or the bursting or leaking of water pipes, hurricanes or other natural forces, or from any act of carelessness, negligence or improper conduct by the LESSEE or its agents and employees or by any other person whomsoever.

6. City Services. The CITY agrees to provide the normal city services that the CITY customarily furnishes to privately-owned properties within the CITY, such as water and sewer, subject to the payment by the LESSEE of fees and rates established by the CITY for all similarly-classified users of such services.

7. Expenses. The LESSEE agrees to pay promptly when due all operating, maintenance, and servicing charges and costs, including telephone, electricity, water, sewer, and all other expenses incurred in the use and operation of the leased premises.

8. Compliance with Lawful Requirements. The LESSEE shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any public agency applicable to said premises and the LESSEE.

9. City Requirements.

(a) The LESSEE shall, at its cost and expense, perform such acts and do such things that shall be lawfully required by the CITY in order to comply with the sanitary, fire hazard, and building and zoning code requirements, and other similar requirements of the CITY.

(b) The LESSEE shall not make any improvements, modifications, or additions to the premises except in a manner consistent with building, zoning, life safety and other applicable requirements of the CITY.

10. Maintenance; Catastrophic Loss; Abandonment. The LESSEE agrees at its expense to keep and maintain the premises, including, but not limited to, buildings, furnishings, fixtures and personal property, in a good state of repair and condition allowing for ordinary wear and tear.

(a) In the event that improvements to the premises shall be destroyed or so damaged or injured by fire, hurricane or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then the LESSEE shall have the duty to render said improvements tenantable by repairs or to demolish and remove the improvements and restore the premises to a safe condition.

(b) If the LESSEE shall abandon or vacate the premises before the end of the term of this Lease, the CITY may, at its option, forthwith cancel this Lease and retake possession of the premises.

11. Right of Entry. The CITY or its agents shall have the right to enter the premises and the CENTER at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms of this Lease.

12. Reversion of Improvements. Any improvements to the leased premises made by the LESSEE, upon termination or expiration of this Lease, shall become the property of the CITY. At the time of expiration or termination of this lease, furniture, office equipment and other personal property of the LESSEE acquired by the LESSEE shall be removed on or before noon of the day on which the lease expires or is terminated.

13. Forfeiture.

(a) If the LESSEE shall fail to keep and perform any of the conditions, covenants and agreements herein provided to be performed by said LESSEE, and such default shall continue for a period of sixty (60) days from the date of the CITY'S written notice of the existence of such a breach, the CITY shall have the right to treat such default as intentional, inexcusable and material, and thereupon the CITY may at its option declare this Lease ended and without further force and effect. The CITY shall thereupon be authorized to re-enter and repossess the premises, and the LESSEE does in such event hereby waive any demand for possession of said property and agrees to surrender and deliver up the premises peaceably to the CITY. In the event that a default occurs which cannot be corrected by reasonable diligence within sixty (60) days of receipt of written notice as aforesaid, and if the LESSEE commences correction of said default within such sixty (60) day period and proceeds with diligence to completion, then such default shall be considered excusable.

(b) Failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

14. Indemnification. The LESSEE shall be liable to the CITY for all damages, costs, attorney's fees and expenses of any nature which may be incurred or sustained by the CITY by reason of the LESSEE'S breach of any of the provisions of this Agreement,

including but not limited to costs and attorney's fees incurred by the CITY in eviction proceedings.

15. Insurance. The LESSEE shall be solely responsible for any claims, loss, injury or damages to persons or property that may be sustained on the premises. The LESSEE shall furnish to the CITY, at LESSEE'S expense, comprehensive and all inclusive liability insurance or certificates of such insurance, naming the CITY as an additional insured, in the amounts of Three Hundred Thousand Dollars (\$300,000.00) bodily injury per person or Five Hundred Thousand Dollars (\$500,000.00) bodily injury per incident, and Twenty-five Thousand Dollars (\$25,000.00) property damage coverage. The LESSEE may provide comprehensive insurance (including, but not limited to, fire and theft) on all personal property located on the premises, and fire and extended coverage insurance on the premises for the benefit of the CITY and the LESSEE. Copies of all insurance policies shall be filed with the City Clerk.

16. Notice--To Whom Given. All notices required by law or by this Agreement to be given by one party to the other shall be in writing by certified mail, return receipt requested. All such notices shall be given to each of the following:

<u>CITY</u>	<u>LESSEE</u>
City of Boca Raton 201 W. Palmetto Park Road Boca Raton, Florida 33432 Attention: City Manager	Hospice by the Sea, Inc. 1580 N.W. 2nd Avenue Boca Raton, Florida 33432 Attention: President

or to such other addresses as the CITY or the LESSEE may by writing to the other designate.

17. Ordinance Applicable. This Lease Agreement is subject to the terms and provisions of Chapter 8A, Code of Ordinances of the City of Boca Raton, relating to the sale (including, by definition, long-term leases) of CITY property. By executing this Agreement on behalf of the CITY, the Mayor and City Clerk represent that an ordinance authorizing this Lease Agreement has been duly advertised and adopted by the City Council of Boca Raton.

18. Entire Agreement. This Agreement embodies the whole

agreement of the parties and there are no promises, terms, conditions, or obligations other than those herein contained. This Agreement shall supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, between the parties hereto and not herein contained.

19. Amendments. This Agreement between the parties shall not be amended or modified in any manner except in writing and executed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

CITY OF BOCA RATON, FLORIDA

ATTEST:

By William A. Konrad
William A. Konrad, Mayor

Barbara M. Keville
Candace Bridgewater, City Clerk

(SEAL)

HOSPICE BY THE SEA, INC.

Witnesses:

Joseph Allen
Catherine F. Martini

By Mary Harrison

ATTEST:

Juan J. Lindell
Secretary

(SEAL)

AB3/53B1

EXHIBIT "A"

A parcel of land, located in the S.W. $\frac{1}{4}$ of section 24, T. 47 S., R. 42 E., Palm Beach County, Florida, being a part of those lands previously conveyed by deed recorded in Deed Book 883, Page 314, of the official records of Palm Beach County, and more particularly described as follows:

Commencing at the Southwest corner of the stated Section 24, thence run S. $89^{\circ} 49' 31''$ E. (deed) along the South Section line 1820.66 feet, thence run N. $00^{\circ} 48' 31''$ W. (deed), perpendicular to the South Section line, 300.04 feet, thence run N. $89^{\circ} 49' 31''$ W. (deed) 100.01 feet to the POINT OF BEGINNING, said point being also the beginning of a portion of Limited Access Right of Way Line for State Road 9 (I-95) Section 93220-2411, thence continue N. $89^{\circ} 49' 31''$ W. (deed) along said right of way line 276.43 feet, thence run N. $55^{\circ} 44' 11''$ W. along the right of way line 172.12 feet, thence run No. $15^{\circ} 19' 03''$ W. along the right of way line 418.67 feet to the end of this portion of Limited Access Right of Way Line, thence run S. $89^{\circ} 49' 31''$ E. (deed) 522.22 feet, thence run S. $00^{\circ} 48' 31''$ E. (deed) 500.00 feet back to the POINT OF BEGINNING.

Containing 5.12 acres.

Reserving unto the State of Florida, Department of Transportation, all rights of ingress, egress, light, air and view between the above described Limited Access Right of Way Line and State Road 9 (I-95). This conveyance is made specifically for the establishment of a hospice.

Reserving unto the City of Boca Raton the right to use the following described property as a spoil easement or fill easement, or to grant said easements to the lessee of the adjoining property, in order to raise the elevation of the adjoining access roadway:

A portion of the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 24, Township 47 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Section 24; thence run S $89^{\circ} 49' 31''$ E along the south line of said Section 24 a distance of 1820.66 feet to a point; thence run N $00^{\circ} 48' 31''$ W 300.04 feet to a point on the north right-of-way line of W. Palmetto Park Road; thence run N $89^{\circ} 49' 31''$ W 100.01 feet along said north right-of-way line to the POINT OF BEGINNING; thence continue N $89^{\circ} 49' 31''$ W 25.00 feet along said north right-of-way line to a point; thence run N $00^{\circ} 48' 31''$ W 500.00 feet to a point; thence run S $89^{\circ} 49' 31''$ E 25.00 feet to a point; thence run S $00^{\circ} 48' 31''$ E 500.00 feet to the POINT OF BEGINNING. Containing 0.287 acres, more or less.

EXHIBIT C

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT (“Amendment”) is made and entered into this ___ day of _____, 2026, by and between the CITY OF BOCA RATON, a municipal corporation of the State of Florida (hereinafter the “City”), and TRUSTBRIDGE, INC., a Florida not for profit corporation, as successor in interest to Hospice by the Sea, Inc. (hereinafter the “Lessee”).

WHEREAS, the City and Lessee entered into a long-term ground lease dated June 12, 1984 (the “Lease”) for approximately 5.12 acres of City-owned real property generally located at 1531 West Palmetto Park Road, Boca Raton, Florida 33486, and more particularly described in **Exhibit “A”** (“the Premises”) for the development and operation of an in-patient hospice facility and related healthcare services for the benefit of the community; and

WHEREAS, the Lease provides for a fifty (50) year initial term, ending at midnight on June 12, 2034; and

WHEREAS, since commencement of the Lease, the Lessee has developed and continuously operated a healthcare facility on the Premises, providing community-serving, palliative healthcare and grief counseling services, concentrating on terminal illness; and

WHEREAS, the Lessee has maintained the Premises to a high standard and invested more than Thirteen Million Dollars (\$13,000,000) in capital improvements since 1988; and

WHEREAS, the Lessee intends to invest an additional One Million Dollars (\$1,000,000) in capital improvements to the Premises over the next four (4) years; and

WHEREAS, the current Lease allows the City to cancel the Lease by providing written notice one (1) year in advance of the prior to the expiration of the initial term or any extension period, thereby preventing automatic renewal (the “City Opt-Out Provision”); and

WHEREAS, the Lessee and the City desire to amend the Lease to eliminate the City Opt-Out Provision and to establish a framework for extended lease terms, including conditional renewal rights; and

WHEREAS, the City and the Lessee desire to confirm that the ongoing operation of an inpatient hospice facility and the provision of related palliative care and grief counseling services continues to fulfill the public purpose for which the Lease was granted, and that maintaining such services remains central to the intent and justification of the Lease; and

WHEREAS, the City recognizes the ongoing value provided to the community by the Lessee and supports the amendment of the Lease to facilitate long-term service continuity and planned investment.

NOW THEREFORE, upon the terms hereinafter specified and for other good and valuable consideration, the City and Lessee agree to amend the Lease as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Terms. All capitalized terms not defined in this Amendment shall have the meanings set forth in the Lease. As used in this Amendment, the term “Lease” means the Lease Agreement dated June 12, 1984, as amended by this First Amendment, and as it may be further amended from time to time.

3. Amendments to Lease.

Section 1 of the Lease is hereby amended as follows:

1. Term. The term of this Lease is for a period of sixty (60) years, commencing on the date of this Lease Agreement (June 12, 1984) and ending at midnight on the sixtieth anniversary of that date (June 12, 2044). This Lease may be renewed and extended for up to four (4) additional periods of ten (10) years each following the expiration of the initial term of this Lease. Lessee shall notify the City, in writing, at least one hundred eighty (180) days prior to the expiration date of the initial term or any renewal term if Lessee elects to exercise its option to renew. If the Lessee does not provide such written notice within the required time, the Lease shall expire at the end of the then-current term. Each renewal shall be contingent upon the Lessee’s continued compliance with the terms of the Lease and shall be subject to review and certification by the City Manager or their designee that Lessee is not in default under the terms of this Lease. As a condition precedent to the renewal of this Lease for any term beyond June 12, 2044, Lessee shall provide the City, no later than one hundred eighty (180) days prior to the expiration of the then-current term, with documentation reasonably satisfactory to the City demonstrating that Lessee has invested no less than One Million Dollars (\$1,000,000) in capital improvements to the Premises during the period from June 12, 2024, through June 11, 2044. If Lessee fails to timely provide such documentation, or if the City reasonably determines that the capital improvement threshold has not been met, the Lease shall expire on June 12, 2044, and Lessee shall have no further right to renew. The City Manager, or their designee, shall issue a written determination on Lessee’s compliance with this condition within sixty (60) days of receipt of the required documentation.

Section 4 of the Lease is hereby amended as follows:

4. Use of Premises. The LESSEE shall use and maintain the premises primarily as an in-patient hospice facility for the benefit of the citizens of the area, and for such other purposes as are incidental thereto. The LESSEE may permit the use of the facilities by charitable, educational, and service organizations for meetings, lectures and programs generally supportive of the primary use of the premises, as determined by the LESSEE. Any cessation of inpatient hospice services on the Premises, or any material change to the nature of operations such that the Premises no longer serve a predominantly hospice-related

public purpose, shall be subject to the notice and cure provisions set forth in Section 13 and may constitute a material breach of this Lease if not timely cured.

Section 10 (a) of the Lease is hereby amended and replaced in its entirety to read as follows:

(a) In the event that the improvements to the premises shall be destroyed or so damaged or injured by fire, hurricane or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then the LESSEE shall have the duty to render said improvements tenable by repairs or to demolish and remove the improvements and restore the premises to a safe and usable condition.

Section 14 of the Lease is hereby amended and replaced in its entirety to read as follows:

14. Indemnification. The Lessee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs at all levels) arising out of or related to: (a) the Lessee's use, occupancy, or operation of the Premises; (b) any act or omission of the Lessee or its officers, agents, contractors, employees, licensees, or invitees; or (c) any breach of this Lease by the Lessee. This includes, without limitation, all legal fees and costs incurred by the City in enforcing the terms of this Lease, including in connection with eviction proceedings. This indemnification obligation shall survive the expiration or earlier termination of this Lease.

Section 15 of the Lease is hereby amended and replaced in its entirety to read as follows:

15. Insurance. During the performance of this Agreement, Lessee shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

a. Commercial General Liability. Lessee shall maintain, for the life of this Agreement, Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 Per Occurrence, \$2,000,000 Annual Aggregate. The CGL Policy shall contain standard cross-liability and severability provisions, and shall include coverage for liability assumed under the Lease as an "insured contract."

Additional Insured Endorsements

Lessee agrees to endorse include the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis.

b. Supplemental Provisions. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, or lapse of coverage, Lessee shall notify the City within thirty (30) days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us. Lessee shall also notify the Purchasing Division of the City of any material changes or modifications to the coverage annually, with such notice occurring in January of each year.

All renewal or replacement certificates of insurance specific to the Contract shall be forwarded to the City Department as identified in the Purchase Order/Contract. Original certificates to be sent attention of City of Boca Raton, Project Manager, unless notified otherwise.

c. Damage to Rented Premises. Lessee shall maintain, for the life of this Agreement, Damage to Rented Premises Insurance at a limit of liability not less than \$300,000.

d. Certificate of Insurance Format

The Lessee agrees the Certificate(s) of Insurance shall:

- i. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Section 15. Insurance.
- ii. Clearly identify the policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- iii. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- iv. Clearly indicate Certificate Holder(s) and Address.
- v. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 10 01; CG20 10 07 04; or GC 20 37 10 01)

Certificate Holder:

City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432

Section 16 of the Lease is hereby amended and replaced in its entirety to read as follows:

16. Notice. All notices required by law or by this Lease to be given by one party to the other shall be in writing and delivered personally, (a) by certified mail, return receipt requested, postage prepaid, (b) by overnight courier (such as FedEx), or (c) by email transmission, addressed as follows:

City
201 West Palmetto Park Road
Boca Raton, FL 33432
BocaCM@bocaraton-fl.gov
Attn: City Manager

Lessee
6310 Capital Drive
Bradenton, FL 34202
legal@empathhealth.org
Attn: General Counsel

With a Copy to City Attorney:
201 West Palmetto Park Road
Boca Raton, FL 33432
cityattorney@bocaraton-fl.gov

All notices given in accordance with the terms hereof shall be deemed effective upon receipt or at the time delivery is refused. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with address as follows: the terms and of this Section. Notices may be given by the attorney of each party.

Section 17 of the Lease is hereby amended and replaced in its entirety to read as follows:

17. Ordinance Applicable. This Lease Agreement is authorized by ordinance duly adopted by the City Council of Boca Raton and is subject to the terms and provisions of Chapter 13, Article III, Code of Ordinances of the City of Boca Raton, relating to the sale (including, by definition, long-term leases) of CITY property.

Section 20 of the Lease is hereby added to read as follows:

20. Public Entity Crime Affirmation. Lessee hereby affirms that neither: (a) Lessee nor (b) any of its current or former (within the last three years) officer has been convicted of a public entity crime, as defined in Section 287.133, Fla. Stat. In the event (a) Lessee or (b) any of its current or former (within the last three years) officer has been convicted of a public entity crime, as defined in Section 287.133, Fla. Stat., the City may terminate this Amendment for cause by giving written notice to Lessee.

4. Recording. A memorandum of this Lease, in the form attached as **Exhibit "B,"** shall be recorded in the Public Records of Palm Beach County, Florida. The cost of recording, and the cost of any required documentary stamps, if any, shall be paid by Lessee.
5. Continuing Effect of Lease. All other terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed on the day and year first above written.

LESSOR:
City of Boca Raton

By: _____

Print Name: _____

Title: _____

LESSEE:
Trustbridge, Inc., as successor-in-interest to Hospice by the Sea, Inc.

By: _____

Print Name: _____

Title: _____

Exhibit "A"

A parcel of land, located in the S.W. ¼ of section 24, T. 47 S., R. 42 E., Palm Beach County, Florida, being a part of those lands previously conveyed by deed recorded in Deed Book 883, Page 314, of the official records of Palm Beach County, and more particularly described as follows:

Commencing at the Southwest corner of the stated Section 24, thence run S. 89° 49' 31" E. (deed) along the South Section line 1820.66 feet, thence run N. 00° 48' 31" W. (deed), perpendicular to the South Section line, 300.04 feet, thence run N. 89° 49' 31" W. (deed) 100.01 feet to the POINT OF BEGINNING, said point being also the beginning of a portion of Limited Access Right of Way Line for State Road 9 (I-95) Section 93220-2411, thence continue N. 89° 49' 31" W. (deed) along said right of way line 276.43 feet, thence run N. 55° 44' 11" W. along the right of way line 172.12 feet, thence run No. 15° 19' 03" W. along the right of way line 418.67 feet to the end of this portion of Limited Access Right of Way Line, thence run S. 89° 49' 31" E. (deed) 522.22 feet, thence run S. 00° 48' 31" E. (deed) 500.00 feet back to the POINT OF BEGINNING.

Containing 5.12 acres.

Reserving unto the State of Florida, Department of Transportation, all rights of ingress, egress, light, air and view between the above described Limited Access Right of Way Line and State Road 9 (I-95). This conveyance is made specifically for the establishment of a hospice.

Reserving unto the City of Boca Raton the right to use the following described property as a spoil easement or fill easement, or to grant said easements to the lessee of the adjoining property, in order to raise the elevation of the adjoining access roadway:

A portion of the Southwest One-Quarter (SW¼) of Section 24, Township 47 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Section 24; thence run S 89° 49' 31" E along the south line of said Section 24 a distance of 1820.66 feet to a point; thence run N 00° 48' 31" W 300.04 feet to a point on the north right-of-way line of W. Palmetto Park Road; thence run N 89° 49' 31" W 100.01 feet along said north right-of-way line to the POINT OF BEGINNING; thence continue N 89° 49' 31" W 25.00 feet along said north right-of-way line to a point; thence run N 00° 48' 31" W 500.00 feet to a point; thence run S 89° 49' 31" E 25.00 feet to a point; thence run S 00° 48' 31" E 500.00 feet to the POINT OF BEGINNING. Containing 0.287 acres, more or less.

Exhibit B

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Memorandum”) is entered into as of _____, 2025, by and between the CITY OF BOCA RATON, a Florida municipal corporation, whose address is 201 West Palmetto Park Road, Boca Raton, FL 33432 (“City”), and TRUSTBRIDGE, INC., a Florida not-for-profit corporation and successor in interest to Hospice by the Sea, Inc., whose address is 6310 Capital Drive, Bradenton, FL 34202 (“Lessee”).

Recitals

A. City is the owner of the real property generally located at 1531 West Palmetto Park Road, Boca Raton, Florida 33486, and more particularly described in **Exhibit “1”** to this Memorandum (the “Property”).

B. City and Lessee entered into that certain Lease Agreement dated June 12, 1984, as amended by the First Amendment to Lease Agreement dated _____, 2025 (together, the “Agreement”), whereby Landlord has leased the Property and all improvements now or hereafter located on the Property to Tenant for the operation of an inpatient hospice facility and related services, on the terms and conditions set forth in the Agreement. The Property and any improvements are collectively referred to as the “Premises.”

C. The parties desire to execute and record this Memorandum in the Public Records of Palm Beach County, Florida, to provide public notice of the Agreement and certain key provisions contained therein.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Key Terms of Agreement

2.1. City:
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, FL 33432

2.2. Lessee:
Trustbridge, Inc.
6310 Capital Drive
Bradenton, FL 34202

2.3. Commencement Date: June 12, 1984

2.4. Term: The term of the Lease, as amended, is sixty (60) years, commencing on June 12, 1984, and expiring on June 12, 2044.

2.5. Renewal Options: Lessee has the option to renew the Lease for up to four (4) additional ten (10) year terms, subject to the terms and conditions set forth in the Agreement.

3. Lien Protection: In accordance with Section 713.10, Florida Statutes, no mechanic's, laborer's, materialman's, or other statutory lien for any work or materials furnished by Lessee or its contractors will attach to the City's fee simple interest in the Property. Any such liens shall attach only to Lessee's leasehold interest, if at all. The City's interest in the Property is not subject to liens for improvements made by or on behalf of Lessee.

4. Notice: This Memorandum is not intended to modify or amend the terms of the Lease. In the event of any inconsistency between this Memorandum and the Lease, the Lease shall govern. A copy of the full Lease is available for inspection by qualified parties upon reasonable request.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first written above.

LESSOR:
City of Boca Raton

By: _____

Print Name: _____

Title: _____

Witness #1 _____

Print: _____

Address: _____

Witness #2 _____

Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ for the City of Boca Raton.

Signature of Notary Public

Printed Name

Personally Known OR Produced Identification
Type of Identification Produced _____

LESSEE:

Trustbridge, Inc., as successor-in-interest to Hospice by the Sea, Inc.

By: _____

Witness #1 _____

Print: _____

Address: _____

Print Name: _____

Witness #2 _____

Title: _____

Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ for Trustbridge, Inc.

Signature of Notary Public

Printed Name

Personally Known OR Produced Identification

Type of Identification Produced _____

Exhibit "1" to Memorandum of Lease

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Commencing at the Southwest corner of the stated Section 24, thence run S. 89° 49' 31" E. (deed) along the South Section line 1820.66 feet, thence run N. 00° 48' 31" W. (deed), perpendicular to the South Section line, 300.04 feet, thence run N. 89° 49' 31" W. (deed) 100.01 feet to the POINT OF BEGINNING, said point being also the beginning of a portion of Limited Access Right of Way Line for State Road 9 (I-95) Section 93220-2411, thence continue N. 89° 49' 31" W. (deed) along said right of way line 276.43 feet, thence run N. 55° 44' 11" W. along the right of way line 172.12 feet, thence run No. 15° 19' 03" W. along the right of way line 418.67 feet to the end of this portion of Limited Access Right of Way Line, thence run S. 89° 49' 31" E. (deed) 522.22 feet, thence run S. 00° 48' 31" E. (deed) 500.00 feet back to the POINT OF BEGINNING.

Containing 5.12 acres.

Reserving unto the State of Florida, Department of Transportation, all rights of ingress, egress, light, air and view between the above described Limited Access Right of Way Line and State Road 9 (I-95). This conveyance is made specifically for the establishment of a hospice.

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NOTICE OF PUBLIC HEARING
THE PLANNING AND ZONING BOARD
City of Boca Raton, Florida, hereby gives notice:
6:00 P.M. on May 26, 2026
Police Administration and Training / Fire Rescue Administration
6500 Congress Avenue, Boca Raton, FL 33487

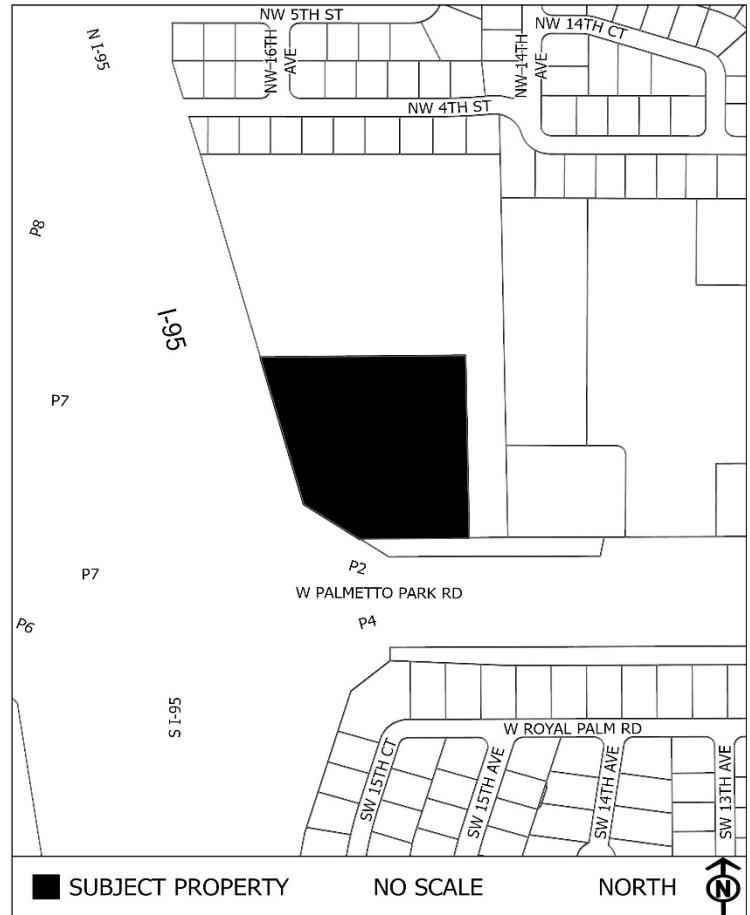
The Planning and Zoning Board will consider for recommendation to City Council:

Case No. SC-26-01

An ordinance of the City of Boca Raton authorizing an amendment to an existing lease of approximately +/-5.12 acres of city-owned land generally located at 1531 West Palmetto Park Road, to extend the expiration dated of the lease from June 12, 2034 to June 20, 2044 to allow for the continued operation of hospice facility, and to updated other lease terms, including a required capital improvement investment by the lessee; providing for severability; providing for repealer; providing an effective date.

If you have any questions regarding this matter or would like to request a copy of the ordinance, please email the property specialist, Anne E. Hathaway, via email at anne.hathaway@bocaraton-fl.gov

All quasi-judicial public hearings are conducted pursuant to the Quasi-Judicial Public Hearing Procedures that are posted on the City's website and a copy can be obtained from the City Clerk.



NOTICE: If any decision of the Planning and Zoning Board affects you, and you decide to appeal any decision made at this meeting with respect to any matter considered, you will need a record of the proceedings and, for such purposes, you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This NOTICE is required by State Law. If you desire a verbatim transcript, you shall have the responsibility, at your own cost, to arrange for the transcript.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the Office of the City Clerk at 393-7740 at least three business days prior to the proceeding (whenever possible) to request such accommodation.

NOTICE OF PUBLIC HEARING
THE PLANNING AND ZONING BOARD
City of Boca Raton, Florida, hereby gives notice:
6:00 P.M. on April 16, 2026
Police Administration and Training / Fire Rescue Administration
6500 Congress Avenue, Boca Raton, FL 33487

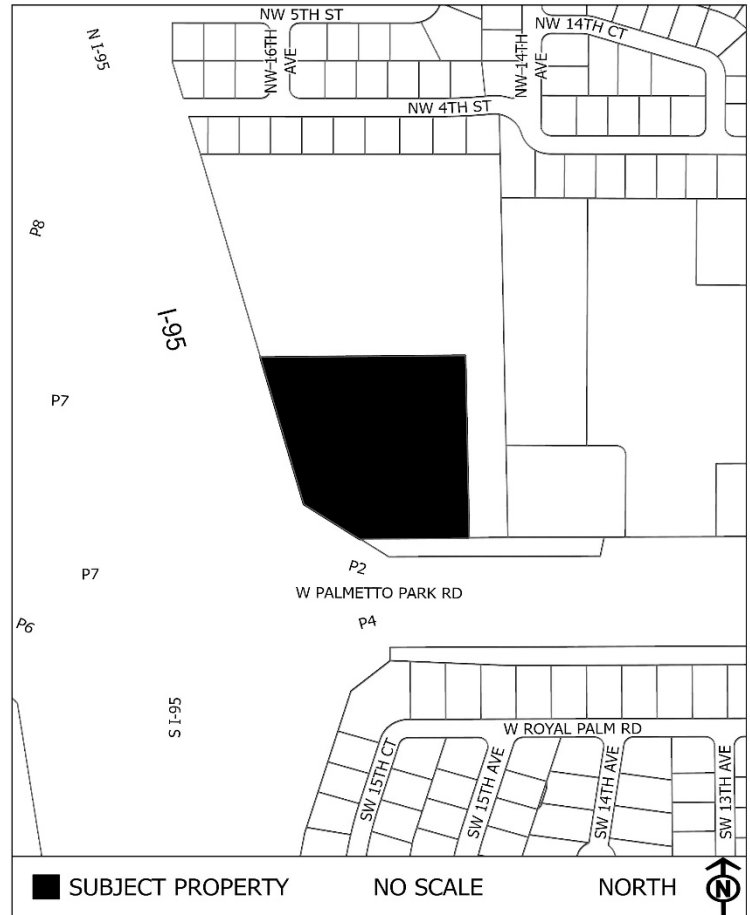
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