



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Amendment No. 2 to Lease Agreement
Allenbeth Associates Limited Partnership
Triangular section of land behind Stefko Shopping Center macadamed to provide
additional parking spaces for the general public

Date: July 10, 2024

Attached is a proposed Resolution and associated Lease Amendment for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Michael Alkhal, Director of Public Works

RESOLUTION NO. 2024-_____

Authorization For Amendment No. 2 to Lease Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller, and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute Amendment No. 2 to Lease Agreement between the City of Bethlehem and Allenbeth Associates Limited Partnership, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, for the purpose of renewing the lease term and setting forth the rent due to the City during the renewal term.

Sponsored by _____

ADOPTED by Council this day of , 2024.

President of Council

ATTEST:

City Clerk

AMENDMENT NO. 2 TO LEASE AGREEMENT
BY AND BETWEEN
CITY OF BETHLEHEM
AND
ALLENBETH ASSOCIATES LIMITED PARTNERSHIP

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT BY AND BETWEEN CITY OF BETHLEHEM AND ALLENBETH ASSOCIATES LIMITED PARTNERSHIP ("Amendment No. 2") is made this _____ day of _____, 20____, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the "City" and ALLENBETH ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter referred to as "Lessee".

WHEREAS, the City entered into a Lease Agreement dated August 24, 1983 with Carriage Properties, Inc. pursuant to which the City leased to Carriage Properties, Inc. a certain parcel of land in connection with the proposed addition for the Foodlane Stefko Boulevard Shopping Center (the "Lease"); and

WHEREAS, Carriage Properties, Inc. assigned its rights under the Lease to Carriage Associates Limited Partnership by an Assignment of Lease dated April 30, 1994; and

WHEREAS, Carriage Associates Limited Partnership assigned its rights under the Lease to Lessee by an Assignment and Assumption Agreement dated December 28, 1995; and

WHEREAS, the City and Lessee entered into Amendment No. 1 to Lease Agreement dated June 29, 2005 ("Amendment No. 1"), pursuant to which the parties renewed the Lease upon the terms and conditions set forth therein; and

WHEREAS, the parties hereto desire to renew the Lease, as amended pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Term is hereby amended to provide for the renewal of the Lease for a period of twenty (20) years, from June 1, 2025 to May 31, 2045.

2. For the renewal term stated in Paragraph 1 above, Lessee shall pay to the City the sum of Two Thousand and 00/100 (\$2,000.00) per month. Lessee's monthly rental payments shall be made payable to the City of Bethlehem and shall be delivered to the City of Bethlehem, Public Works Department, 10 E. Church Street, Bethlehem, Pennsylvania, 18018, by the fifteenth (15th) day of each month.

3. Paragraph 6 of the original Lease shall be amended to read as follows: "Throughout the term of this Lease, Lessee shall maintain insurance naming the City of Bethlehem and its officers and employees as additional insureds with limits of \$1,000,000 per person bodily injury and \$5,000,000 aggregate. Lessee shall provide the City with a certificate of insurance reflecting said coverage."

4. All other terms and conditions contained in the original Lease, as amended by Amendment 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed and attested as of the date first above written.

WITNESS/ATTEST: _____

LESSEE:
ALLENBETH ASSOCIATES LIMITED
PARTNERSHIP,
a Maryland limited partnership

By:FW Allenbeth GP, LLC
a Delaware limited liability company
Its: General Partner

By:GRI-Regency, LLC,
a Delaware limited liability company
Its: Sole Member

By:Regency Centers, L.P.,
a Delaware limited partnership
Its: Managing Member

By:Regency Centers Corporation,
a Florida corporation
Its: General Partner

By:_____
Name:_____
Title:_____

ATTEST: _____

CITY:
CITY OF BETHLEHEM

City Controller

BY:_____
J. William Reynolds
Mayor

The within lease amendment is certified to be needed, necessary and appropriate.

By:_____
City of Bethlehem Department Head
Print Name: Michael Alkhal