

(Original in B Contract file)

CONTRACT FILE

**AGREEMENT TO LEASE AND IMPROVE THE  
HUMAN DEVELOPMENT AND  
RESOURCE CENTER GYMNASIUM**

THIS LEASE AGREEMENT entered into this 24<sup>th</sup> day of January 2008 by and between the **THE FORT PIERCE REDEVELOPMENT AGENCY (FPRA)**, a dependent special district of the **CITY OF FORT PIERCE, FLORIDA**, and joined by the **CITY OF FORT PIERCE, FLORIDA (CITY)**, a Florida municipal corporation, (hereafter collectively "LANDLORD") whose address is 100 North U.S. #1, Fort Pierce, Florida 34950; and the **BOYS & GIRLS CLUB OF ST. LUCIE COUNTY, INC.**, a non-profit Florida corporation ("LESSEE") whose business address is 607 North 7<sup>th</sup> Street, Suite 1, Fort Pierce, Florida 34950.

**WITNESSETH:**

**WHEREAS**, the LANDLORD, is the owner of an approximate 14,000 square foot gymnasium known as the Human Development & Resources Center Gymnasium, Phase 2, located at the corner of 29<sup>th</sup> Street and Avenue D in the City of Fort Pierce (the "Demised Premises") which is more fully depicted on Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, the TENANT has been selected by LANDLORD to lease, improve, and operate the Demised Premises for the purpose of promoting children's training and recreational programs which have a specific public benefit; and

**WHEREAS**, the TENANT is accepting this agreement to operate a children's training and recreational program based on accepted national standards set by its parent organization, keeping regular posted hours of operation acceptable to LANDLORD and performing a specific public benefit, subject to the review and approval of the LANDLORD and the terms and conditions of this Lease; and

**WHEREAS**, the LANDLORD is desirous of leasing to TENANT the gymnasium facility in conjunction with, and subject to other entities and organizations including LANDLORD's operations on other portions of the property; and

**WHEREAS**, this Lease shall be subject to all existing zoning and building restrictions and regulations and provisions and clauses set forth herein.

**NOW, THEREFORE**, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

1.     **TERM.**         The term of this Lease shall be for an initial term of fifteen (15) years commencing January 1, 2008 to and including December 31, 2022. TENANT shall have the option to renew this Lease for an additional fifteen (15) year term, all terms and conditions of this Lease to be the same except as amended where required and accepted by both parties. TENANT shall give written notice to LANDLORD at least one (1) year prior to the expiration of the initial fifteen (15) year lease term of its election to extend this Lease for the additional fifteen (15) year term, which option shall be granted by LANDLORD provided that TENANT is in full compliance with all terms and conditions of this Lease and any amendments thereto.

2.     **DEMISED PREMISES.**     The Demised Premises consists of an approximate fourteen thousand (14,000) square foot gymnasium facility, being a portion of Phase 2 of the Human Development Resources Center facility located at 3002 Avenue D, Fort Pierce, Florida, as depicted on Exhibit "A", attached hereto and incorporated herein by reference. LANDLORD shall further permit TENANT to use and occupy such additional areas, such as the parking lot, sidewalks, and other common area of the overall facility as are needed and authorized for the

reasonable use of the gymnasium. TENANT acknowledges that its use and occupancy of the gymnasium building is part of an overall complex of buildings and facilities generally known as the "Human Development Resources Center", and that other portions of the property are occupied by other entities and organizations, including, but not limited to Indian River Community College and the City of Fort Pierce, as well as the Fort Pierce Redevelopment Agency. TENANT further acknowledges that its use and occupancy of the gymnasium shall at all times be subject to the concurrent use of the ground area and surrounding property as LANDLORD may deem necessary for all uses in connection with the operation of the entire existing or future project.

3. **LEASE PAYMENTS.** TENANT in consideration of this Lease, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the amount of TEN AND NO/100 (\$10.00) DOLLARS per year.

4. **AD VALOREM TAXES.** Any portion of the Demised Premises being leased to TENANT under this Lease is believed to be exempt from ad valorem taxes. However, in the event that such property or use shall at any time in the future become subject to such taxes, TENANT agrees to pay its proportionate share as are billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.

5. **HOURS OF OPERATION.** At all times during this Lease, TENANT shall be required to operate a first-class gymnasium facility with minimum hours of operation.

The hours of operation shall be agreed to and established in writing between LANDLORD and TENANT prior to the commencement of this Lease. Thereafter, if a change is required to the hours of operation or the facility is to be closed, such change in operating hours shall require the written consent of LANDLORD.

6. COMMON AREA. The term "Common Area" shall mean that part of the entire Human Redevelopment Resources Center property of LANDLORD located at 3002 Avenue D, Fort Pierce, Florida, designated by LANDLORD from time to time for the common use of all occupants of the facility, including, but not limited to other areas of the facility besides the gymnasium, parking areas, walkways, open field areas, landscaping, loading areas, and walkways, all of which shall be subject to LANDLORD's sole management and control. TENANT and its employees, customers, subcontractors, licensees, invitees, and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, such use to be in connection with LANDLORD, and other tenants, owners, or occupants of the property, and all other persons permitted by LANDLORD to use the same and subject to such reasonable rules and regulations governing the use thereof as LANDLORD may from time to time prescribe, including the designation of specific areas within the property or in reasonable proximity thereto in which automobiles and vehicles owned or operated by TENANT, its employees, invitees, and licensees shall travel or be parked. LANDLORD shall operate, maintain and repair the Common Area in such a manner as LANDLORD shall in its sole discretion determine and as subject to other owners, tenants or occupants of the property; provided, however, that this shall not operate to impose on LANDLORD the duty to maintain or repair the Common Area.

7. INSURANCE AND INDEMNITY. LANDLORD shall obtain and maintain all risk commercial property insurance on the exterior structure of the leased premises. TENANT shall insure the contents of such buildings or structures. TENANT agrees to be responsible for loss or damage to any structure on the premises to the extent such loss or damage is subject to a deductible provision in the LANDLORD's provided insurance. TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be: \$1,000,000 - General Aggregate; \$1,000,000 - Products/Completed Operations Aggregate; and \$1,000,000 - Each Occurrence.

TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease, which certificate shall provide a minimum of thirty (30) days notice to LANDLORD prior to the cancellation or termination of any insurance policy. Additionally, LANDLORD from time to time may require evidence of such insurance and TENANT shall agree to promptly supply the same.

TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the TENANT, its agent, officers, or employees for any injuries or damages which may arise as a result of an accident upon the leased premises while the TENANT is in possession.

LANDLORD, from time to time, may require evidence of all such insurance coverages and policies as provided above and TENANT shall agree to supply these policies or proof of insurance. LANDLORD shall further have the right to require TENANT to make reasonable increases to the minimum required limits of insurance specified herein during the term of this lease.

8. **USE OF PREMISES.** TENANT shall utilize the premises for all uses pertinent to and related to its Boys & Girls Club programs. TENANT specifically agrees not to conduct its operations in a manner that disturbs the quiet enjoyment of other tenants and occupants of the property and agrees to conduct its operations in compliance with all applicable laws. TENANT further agrees to keep the premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any State or Federal law, regulation, or agency; to make no alterations or additions to the demised premises without the prior written consent of LANDLORD; to commit no waste of the premises; to remove all garbage and other debris which results from the operation of TENANT's operations and use of the premises in a clean and sanitary manner and to remove the garbage and

debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary and in repair; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the demised premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb other tenants or occupants or constitute a breach of the peace; and to surrender the demised premises at the termination of this LEASE in a good state and condition as reasonable use and wear will have permitted.

A copy of the posted hours of operation and a list of the programming curriculum shall be furnished to LANDLORD at the time of the execution of this Lease, and updated upon request. Additionally, TENANT specifically acknowledges that its use and occupancy of the Demised Premises is expressly subject to the following:

(a) Use by LANDLORD: Recognizing that the gymnasium facility was designed to function as an emergency shelter facility in the event of an emergency, whether natural or man made, TENANT agrees to surrender occupancy and control of the facility to the LANDLORD for such use in the event of an emergency declaration being issued by the City of Fort Pierce or other State or Federal declaration, for the period of time that such a declaration shall continue to be in effect. TENANT agrees to cease all normal programming operations and cooperate with all emergency personnel in the conduct of their duties in connection with the use of the facility. TENANT shall not be compensated in any manner for the loss of the use of the facility for such period of surrender. LANDLORD further reserves to itself the right to the use the Demised Premises to the exclusion of TENANT or any other person or entity at all

reasonable times; provided, however, that such use shall not unreasonably interfere with TENANT'S own use of the facility for programmed or scheduled events. LANDLORD further reserves to itself the right to use the Demised Premises exclusively or in conjunction with TENANT or any other person or entity at all reasonable times; provided, however, that such use shall not unreasonably interfere with TENANT'S own use of the facility for programmed or scheduled events; and

(b) Use by IRCC: TENANT further recognizes that it shares the Human Development Resources Center campus and common area with Indian River Community College (IRCC), who operates educational programming in the Phase 1 building, adjacent to the gymnasium. TENANT recognizes that coordination will occasionally be required with IRCC with regard to exterior maintenance issues and the scheduling of the use of the shared common areas, such as the parking lots, future sports fields developed on the property, and other areas of the facility. TENANT agrees to cooperate with IRCC in such joint use of the common areas, but TENANT will not be required to subjugate its interests to IRCC within its Phase 2 gymnasium building.

9. MAINTENANCE AND REPAIR. TENANT shall at all times maintain the gymnasium facility(s), and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state or federal statutes, codes, ordinances and rules. TENANT shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) interior walls, ceiling, roof, interior portions of all doors, windows, glass, plumbing and sewage facilities, fixtures, heating, air-conditioning (including exterior mechanical equipment), interior electrical equipment serving the Demised Premises, floors and

ceilings, and all other parts of the Demised Premises. LANDLORD shall be responsible for the maintenance of the exterior of the Phase 2 gymnasium building, including the foundation, exterior walls, roof, generators and backup water system which are required for the use of the facility as an emergency shelter.

10. **ALTERATIONS.** TENANT shall not make any alterations, additions or improvements to the demised premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the demised premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the demised premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the demised premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the demised premises to the original condition at TENANT's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the demised premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

11. **UTILITIES.** TENANT shall contract, in its own name and shall pay the charge before delinquency, for all utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, telephone, garbage and the like, together with all taxes or other charges levied on such utilities. LANDLORD may, if it so elects, furnish one or more utility services to TENANT, in the event such utilities or services are tied to and a part of LANDLORD's other facilities or common area. In such event, TENANT agrees to pay its pro rata share of such utilities or services as determined by LANDLORD from time to time.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises.

13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the demised premises by fire or other casualty. If the demised premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease or to proceed to rebuild and repair the demised premises. Should LANDLORD elect to terminate the Lease, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the demised premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the demised premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the demised premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event any portion of the gymnasium facility should be

damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Human Development Resources Center, LANDLORD may cancel this lease by giving written notice to TENANT, and the lease shall terminate and become null and void.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature. TENANT agrees to indemnify and save harmless LANDLORD from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person or property which may arise or be claimed to have arisen as a result of the negligent occupancy or use of the demised premises by the TENANT, or in any way arising on account of any injury or damage caused to any person or property on or in the demised premises as a result of TENANT's negligence, including LANDLORD's attorney's fees and costs, both at the trial and appellate levels.

15. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the demised premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the demised premises without the prior written consent of LANDLORD.

16. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by TENANT:

- (a) The vacating or abandonment of the demised premises by TENANT.
- (b) The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT where such failure shall continue for a period of ten (10) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter declare this Lease terminated, terminate TENANT's right to possession of the demised premises and retake possession thereof.

Either party may also terminate this Lease by serving the other party with six (6) months written notice of intent to terminate with written notice sent to each party at the addresses listed below.

AS TO LANDLORD:

Fort Pierce City Hall  
100 North US #1  
Fort Pierce, FL 34950  
Attention: City Manager  
City Attorney  
FPRA Director

AS TO TENANT:

Boys & Girls Club of St. Lucie County  
HDRC F Facility  
607 North 7<sup>th</sup> Street  
Fort Pierce, FL 34950

17. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, P. O. Box 1480, Fort Pierce, Florida 34954, with a copy to the Office of the City Attorney and the FPRA Director, P. O. Box 1480, Fort Pierce, Florida 34954, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail, return receipt requested to: BOYS & GIRLS CLUB OF ST. LUCIE COUNTY, HRDC Facility, 3002 Avenue D, Fort Pierce, Florida 34950, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

18. **ACCESS TO PROPERTY.** During the term of this Lease, and any renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the demised premises at all reasonable times deemed necessary for the purpose of this Lease, and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

19. **GENERAL PROVISIONS.**

The following general provisions shall be an integral part of this Lease:

(a) Neither this Lease, nor any memorandum thereof, may be recorded in the public records, and any such recordation shall, at the option of LANDLORD, constitute a non-curable default of TENANT.

(b) Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

(c) The invalidity of any provision of the Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

(d) Time is of the essence.

(e) The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

(f) Whenever a period of time is prescribed for action to be taken by either party, said party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties.

(g) Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease may be modified in writing only, signed by the parties in interest at the time of modification.

(h) This Lease shall bind the parties, their personal representatives, successors and assigns. The Lease shall be governed by the laws of the State of Florida.

(i) The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting "TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

(j) The Effective Date of the Lease shall be the date last executed by the parties without amendment or deletion to the Lease and its Exhibits.

20. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

21. **INSPECTION.** LANDLORD or its agents shall have the right to enter the demised premises at all reasonable hours for the purpose of inspecting or for any other purpose not inconsistent with the terms and provisions of this Lease.

22. PARTIAL INVALIDITY.

In the event any term, provision, or condition of this Lease shall be adjudged, decreed, held or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease as a whole or any other provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESS AS TO LANDLORD:

LANDLORD:

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY

By: Cassandra Steele  
Cassandra Steele, City Clerk

By: Robert J. Benton, III  
Robert J. Benton, III, Chairman

Date: 1-24-08

CITY OF FORT PIERCE, FLORIDA

By: Robert J. Benton, III  
Robert J. Benton, III, Mayor

Date: 1-24-08

APPROVED AS TO FORM AND CORRECTNESS:

By: Robert M. Schwerer  
Robert M. Schwerer, City Attorney



**FEACOCK & LEWIS**  
Architects and Planners, Inc.  
P.O. Box 1446  
Fort Pierce, Florida 34950  
Telephone: (888) 843-1113  
Fax: (888) 843-1113  
Second Street Station  
Fort Pierce, Florida 34950

The  
City of  
Ft. Pierce

Hu  
Dewel  
and  
Reout Co  
Centre

Site Plan  
Submittal

Fort Pierce,  
Florida

Sheet 1

Consultant:

AS NOTED  
AS NOTED  
AS NOTED

AS NOTED

AS NOTED

AS NOTED

SD-1

Sheet No.

**PROJECT DEVELOPMENT TEAM**

1. PROJECT NAME: ...  
2. CLIENT: ...  
3. ARCHITECT: ...  
4. ENGINEER: ...  
5. LANDSCAPE ARCHITECT: ...  
6. OTHER CONSULTANTS: ...

**GENERAL NOTES**

1. GENERAL NOTES:  
2. SITE DATA:  
3. SITE CALCULATIONS:  
4. NOTES:

**SITE DATA**

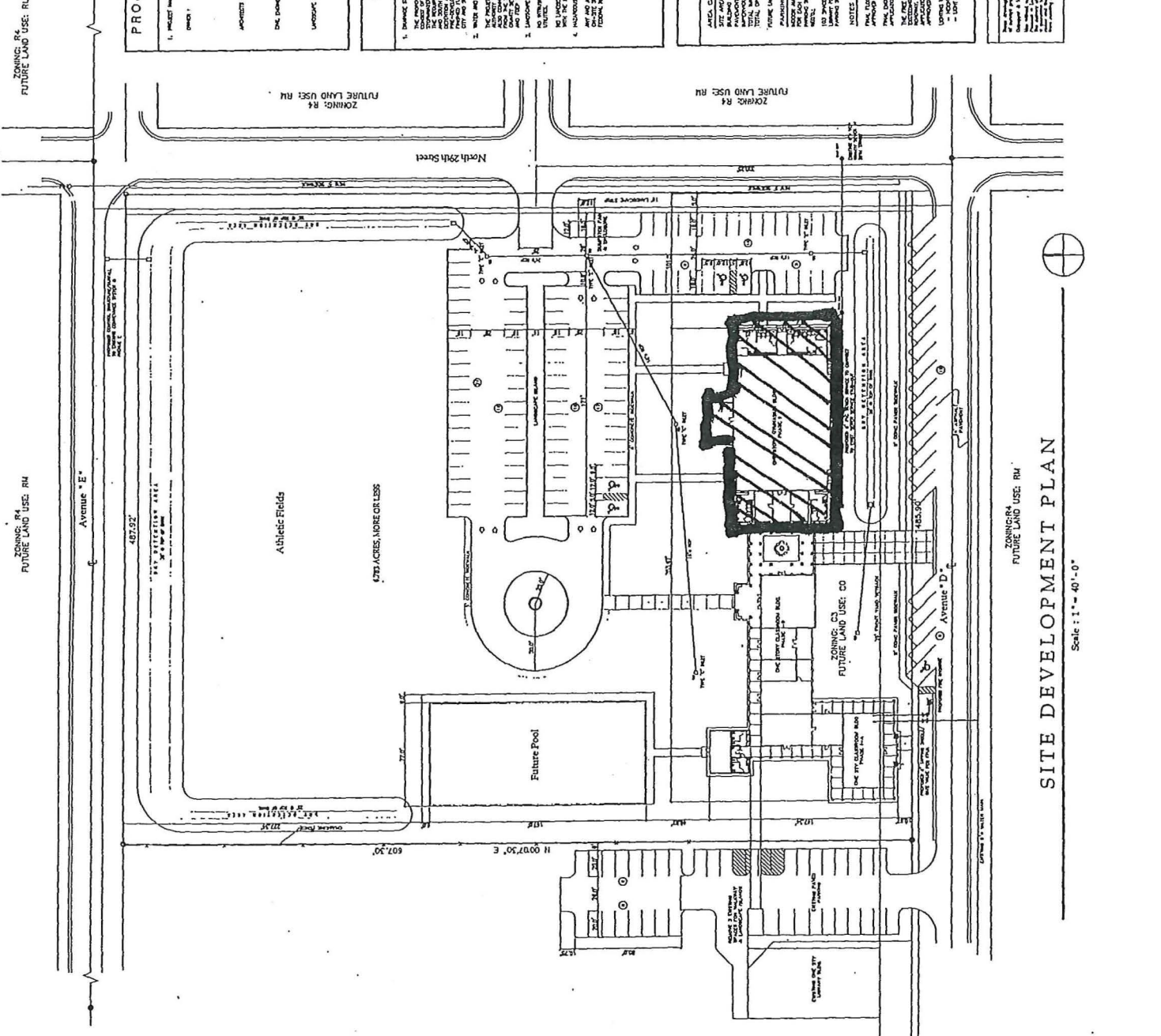
AREA CALCULATIONS:  
SITE AREA: ...  
TOTAL LOT AREA: ...  
TOTAL IMP. AREA: ...  
TOTAL IMP. AREA: ...  
TOTAL IMP. AREA: ...

**NOTES**

1. THE SITE IS TO BE DEVELOPED AS A ...  
2. THE SITE IS TO BE DEVELOPED AS A ...  
3. THE SITE IS TO BE DEVELOPED AS A ...

**CONSTRUCTION**

1. THE SITE IS TO BE DEVELOPED AS A ...  
2. THE SITE IS TO BE DEVELOPED AS A ...  
3. THE SITE IS TO BE DEVELOPED AS A ...



tabbles  
"A"



Project Location Map

**SITE DEVELOPMENT PLAN**

Scale: 1" = 40'-0"