



Interoffice Memorandum

City Clerk's Office

TO: Nick Mimms, Deputy City Manager

FROM: Linda W. Cox, City Clerk *LWC*

SUBJECT: 1234 Avenue D – Lincoln Park Mainstreet

DATE: May 30, 2014



Attached please find a copy of a Lease Agreement dated November 17, 2009 for the city owned property located at 1234 Avenue D between the Fort Pierce Redevelopment Agency and the Lincoln Park Mainstreet. This lease expires on **November 17, 2014** and is renewable for 5 additional years upon mutual written agreement.

Please advise if there are any steps you would like me to take. At this point, I have not notified the Lessee of the impending Lease expiration.

ORIGINAL IN
CONTRACT FILE
"FPRA"

**LEASE AGREEMENT FOR
AVENUE D**

THIS LEASE AGREEMENT, is made and entered into this 17th day of NOVEMBER, 2009, by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA)**, a dependent special district of the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, ("**LANDLORD**"), and **LINCOLN PARK MAINSTREET, INC**, a non profit corporation organized under the laws of Florida with its principal address at 1323 Avenue D, Fort Pierce, Florida, ("**TENANT**").

WITNESSETH:

WHEREAS, the FPRA (**LANDLORD**) is the owner of an approximate 3,200 square foot, two-story office building known as 1234 Avenue D, located at the corner of Means Court and Avenue D in the City of Fort Pierce, and further described below, and

WHEREAS, the **LANDLORD** has selected **TENANT** for the purpose of operating a Florida state-accredited Main Street redevelopment program that has a specific public benefit, in keeping with the goals and purposes of the FPRA, and

WHEREAS, the **TENANT** agrees to operate a Florida state-accredited Main Street program on the premises based on accepted state and national standards set by their parent organization in the aforementioned facility, keeping regular posted hours of operation acceptable to **LANDLORD** and performing a specific public benefit, subject to the review and approval of the **LANDLORD**,

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

1. LEASED PREMISES

The **LANDLORD** does hereby lease to **TENANT** that certain office building, owned by the **LANDLORD** at 1234 Avenue D, Fort Pierce, Florida, more particularly described as follows:

South 57 feet of the west 10.5 feet of Lot 2, and the south 57 feet of Lot 3,
Block 1, Lincoln Park No 1

TAX ID NO.: 2409-501-0003-0000

2. LEASE TERM

Handwritten: HLF (5) FIVE (5) [Signature]

Handwritten: NOVEMBER 17

This Lease shall be for a ~~three (3)~~ year term, commencing on ~~September 15~~, 2009, renewable for an additional ~~three (3)~~ year term upon mutual written agreement.

Handwritten: HLF (5) FIVE (5) [Signature]

3. LEASE PAYMENTS

The annual rent for lease of the premises shall be **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. USE OF PREMISES

The purpose of the lease is to support the non profit public benefit Main Street Mission. The **TENANT** shall utilize the premise for all uses pertinent to and related to its Main Street programs. Tenant specifically agrees to conduct its operations in compliance with all applicable laws, codes, ordinances, rules, and all other obligations imposed by applicable provisions of building, housing, health, and environmental codes of any State, Federal, or local law. **TENANT** further agrees to keep the premises in a clean and sanitary condition; to remove garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures clean and sanitary and in repair; and to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances. **TENANT** shall make no unlawful or improper or offensive use of the premises. A copy of the posted hours of operation and a list of the programming curriculum shall be furnished to the **LANDLORD** at the time of the execution of this Agreement and shall updated upon request by the **LANDLORD**.

NO COMMERCIAL ACTIVITY OR RETAIL SALES WHATSOEVER IS TO TAKE PLACE ON THE PREMISES. ABSOLUTELY NO SMOKING IS PERMITTED ANYWHERE INSIDE THE BUILDING.

LANDLORD may in its sole discretion permit alcohol to be served and/or consumed on the premises strictly as an element of scheduled programming and only if the following requirements are met. All such scheduled programming shall be in conformance with City Code,

including special events permitting. If alcohol is being sold as an element of a scheduled event, a license must be obtained, by **TENANT**, from all applicable authorities including the Division of Alcohol and Beverages, and copy of the license presented by **TENANT** to **LANDLORD** prior to the event.

All risks of accidents and injury to property or persons are the sole responsibility of the **TENANT**. **TENANT** further agrees to hold harmless the City of Fort Pierce and the **LANDLORD**, its officers and employees, from any and all injury or damage claims sustained or alleged to have been sustained on the leased premises.

TENANT shall deliver the premises at the end of the term in as good condition, ordinary wear and tear excepted.

Recognizing that the premises were designed to function as a public benefit facility with public meeting space on the first floor and a large public conference room on the second floor, **LANDLORD** hereby reserves the right to offer the use of said meeting space and conference room to other public groups that request the use the space for a public benefit project or program. **LANDLORD** will give **TENANT** appropriate notice of such proposed use and will subject such use to scheduling availability of the space, giving **TENANT** first option to reserve the space. Such use requests will not be unreasonably denied by **TENANT**. Rules and regulations governing such uses shall be described in Exhibit "B", a copy of which is hereby attached and made a part of this lease by reference. **TENANT**, during the term of this lease, shall otherwise have the exclusive use of that portion of the premises, identified on a blueprint of the building drawn by architect Philip S. Steel, dated January 29, 2008, referred to as Exhibit "A", a copy of which is attached and made a part of this lease by reference and is identified on said plans as Rooms 103, 204, 205 and 207, for the support of its operations and programming.

Keys and alarm codes to all spaces are to be provided to the **LANDLORD** and updated at any and all changes and access to all spaces will not be unreasonably denied to **LANDLORD** for the purpose of inspection of the premises.

No portion of the leased premises shall be used for any for any commercial purpose whatsoever.

6. **ASSIGNMENT PROHIBITED**

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 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**.

7. **MAINTENANCE OF PREMISES**

TENANT shall maintain the interior of the premises in all respects, including without limitation, the heating and air conditioning system, (including exterior mechanical equipment), security and alarm system, interior walls, floors, interior portions of windows and doors, bathroom and kitchen plumbing, sewage facilities, electrical and interior electrical equipment, wooden game floors, interior paint, fixtures and appliances. **TENANT** is responsible for cleanup of all exterior debris resulting from outdoor activities of **TENANT**.

LANDLORD shall be responsible for the maintenance of the exterior of the office building including lawn, parking lot, roof and structural components. **TENANT** shall notify **LANDLORD** if maintenance issues arise that **LANDLORD** is responsible for in order to prevent further damage to the premises.

8. **UTILITIES**

TENANT shall be responsible for all utilities and 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.

9. **ALTERATIONS**

TENANT shall not make any alterations, additions or improvements to the premises without the prior written consent of **LANDLORD**, except for the installation of unattached, movable trade fixtures which may be installed without defacing the premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the 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 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 premises shall be a permanent fixture and shall become the property of **LANDLORD** without credit or compensation to **TENANT**.

10. **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 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 premise.

11. DAMAGE AND OBLIGATION TO RESTORE

TENANT shall give immediate written notice to **LANDLORD** of any damage caused to the premises by fire, casualty, or otherwise. If the 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 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 premises to substantially 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 facility should be damaged to such an extent that **LANDLORD**, in its sole discretion, should elect to discontinue any construction of a facility on the site, the **LANDLORD** may cancel this lease by giving written notice to **TENANT**, and the lease shall terminate and become null and void.

12. INSURANCE, INDEMNITY, AND LIABILITY

LANDLORD shall obtain and maintain all risk commercial property insurance on the buildings or structures and **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** 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
\$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 coverages and policies and **TENANT** shall agree to promptly supply the same. **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.

TENANT hereby agrees to indemnify and hold harmless **LANDLORD** and its officers and employees from and against any and all liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, by reason of damage to persons or property to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the **TENANT**, its agents, 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, including **LANDLORD's** attorney fees and costs, both at the trial and appellate level.

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.

13. 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 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

14. 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.

15. TERMINATION

Either party may terminate this lease agreement by serving thirty (30) days written notice of intent to terminate with written notice sent to each party at the addresses listed below.

As to the FPRA:
Fort Pierce City Hall
100 North U.S. 1
P.O. Box 1480
Fort Pierce, FL 34954-1480
Attn: Jon Ward, Director

As to the LPMS:
Lincoln Park Main Street, Inc.
1234 Avenue D
Fort Pierce, FL 34950
Attn: Program Director

16. 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.

17. 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. 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

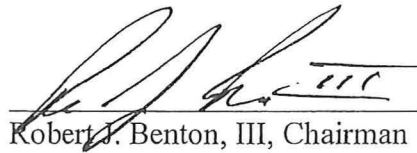
IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their appropriate officials, as of the date first above written.

Attest:

**FORT PIERCE REDEVELOPMENT
AGENCY, a Dependent Special District
of the City of Fort Pierce, LANDLORD**

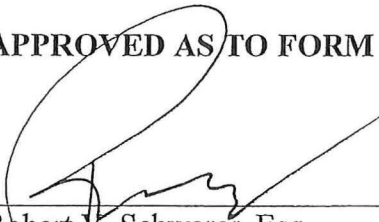


Jon Ward, FPBA Director




Robert J. Benton, III, Chairman

APPROVED AS TO FORM AND CORRECTNESS:



Robert V. Schwerer, Esq.
City Attorney

**LINCOLN PARK MAIN STREET, INC.,
a Florida non profit Corporation, TENANT**

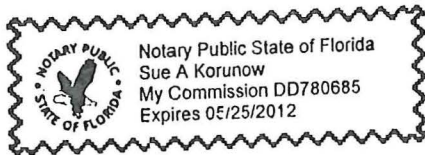
By: 

Havert Fenn, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Havert Fenn, as President of Lincoln Park Main Street, Inc.**, to me known to be the person described in and who executed foregoing document and who has produced personally known as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of November 2009.



Sue A Korunow
Notary Public, State of Florida at Large
My Commission expires: 5/25/2012