

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ____ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and the **FORT PIERCE POLICE OFFICERS ASSOCIATION**, a labor organization organized under the laws of Florida with its principal address at 920 South U.S. Highway 1, Fort Pierce, Florida, ("**TENANT**").

WHEREAS, the Landlord and Tenant entered into a five year lease agreement for certain identified parcels in Dreamland Park Subdivision, Fort Pierce, Florida, attached hereto as Exhibit "A", on January 5, 2010; and

WHEREAS, TENANT and LANDLORD have mutually agreed to a five year lease extension as provided under said lease.

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) The Lease term shall be extended for an additional five year period, commencing on January 5, 2015.
- 2) All other terms and conditions of the Lease shall remain the same.

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

CITY OF FORT PIERCE, a municipal corporation,
LANDLORD

Attest:

Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer, Esq.
City Attorney

**FORT PIERCE POLICE OFFICERS
ASSOCIATION**, a Florida labor association,
TENANT

By: *JC*
James Cozine, 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, **James Cozine, as President of FORT PIERCE POLICE OFFICERS ASSOCIATION** to me known to be the person described in and who executed foregoing document and who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of March, 2015.

Notary Public, State of Florida at Large

My Commission expires: _____

CITY OF FORT PIERCE, FLORIDA
LEASE AGREEMENT FOR
ACTIVITY BUILDING LOCATED ON DREAMLAND PARK PROPERTY

RECEIVED

JAN 14 2009

FORT PIERCE
PUBLIC WORKS DEPT.

Dreamland
Park
Per 1-14-10
2408 801 0032
0000

THIS LEASE AGREEMENT, is made and entered into this 5th day of January, 2010, by and between the CITY OF FORT PIERCE, a Florida municipal corporation, ("LANDLORD"), and the FORT PIERCE POLICE OFFICERS' ASSOCIATION, INC., a Not for Profit corporation organized under the laws of Florida ("TENANT").

WITNESSETH:

WHEREAS, the LANDLORD is the owner of Dreamland Park in the City of Fort Pierce, as further described below, and

WHEREAS, the LANDLORD desires to lease an accessory structure to TENANT for the purpose of operating a gathering place for members and activities of the TENANT, which has a specific public benefit, and

WHEREAS, the TENANT agrees to utilize the demised premises as stipulated in this Agreement performing a specific public benefit,

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 the following property in Fort Pierce, Florida, more particularly described as follows:

All of Lots 6 and 7, Block 3, DREAMLAND PARK SUBDIVISION, recorded in Plat Book 7, Page 38, Public Records of St. Lucie County, Florida.

2. LEASE TERM

This Lease Agreement shall be for an Initial five (5) year term, commencing on January 5, 2010, renewable for an additional five (5) year term upon mutual written agreement.

3. LEASE PAYMENTS

The annual lease payment for the premises shall be Ten and No/100 (\$10.00) Dollars per year payable in January of each year for the term of this Lease Agreement.

4. AD VALOREM TAXES

Any portion of the demised premises being leased to TENANT, a Not for Profit Corporation, under this Lease Agreement, 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

TENANT shall utilize the premises for all uses pertinent to and related to, its meetings for charitable programs benefiting City law enforcement. The premises shall only be used by the TENANT. TENANT shall maintain its status as a non-profit corporation under the laws of the State of Florida.



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, improper or offensive use of the premises. A copy of the posted hours of operation and a list of the programs and activities of the TENANT shall be furnished to the LANDLORD at the time of the execution of this Agreement and shall be updated upon request by the LANDLORD.

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

All risks of accidents and injury to property or persons are the sole responsibility of the TENANT. TENANT further agrees to hold harmless 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.

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.

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, interior paint, fixtures and appliances. TENANT is responsible for cleanup of all exterior debris resulting from outdoor activities of TENANT.

TENANT shall be responsible for the maintenance of the exterior of the building including lawn, parking area, roof and structural components. To the extent funds are available, LANDLORD agrees to be responsible for mechanical repairs or replacement of the heating and air conditioning system, roof, and structural components of the building. TENANT shall notify LANDLORD if mechanical repair issues arise that LANDLORD is responsible for in order to prevent further damage to the premises.

8. UTILITIES

TENANT shall be responsible for certain utilities and shall contract, in its own name and shall pay the charge before delinquency, for utility services rendered or furnished to the

demised premises, including water, wastewater, gas, electricity, 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 Agreement or to proceed to rebuild and repair the demised premises. Should LANDLORD elect to terminate the Lease Agreement, 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 Agreement 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 LANDLORD:

City of Fort Pierce
100 North U.S. Hwy 1
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attn: David L. Recor, ICMA-CM, City Manager

As to the TENANT:

Fort Pierce Police Officers' Association, Inc.
920 South U.S. Hwy 1
Fort Pierce, FL 34950

Attn: Daniel Gilroy, President

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 Agreement, 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 Agreement 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 Agreement shall be the date last executed by the parties without amendment or deletion to the Lease Agreement 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.

CITY OF FORT PIERCE, LANDLORD

Attest:

Cassandra Steele
Cassandra Steele, City Clerk

By: [Signature]
Robert J. Benton, III, Mayor

Approved as to Form and Correctness:

[Signature]
Robert V. Schwerer, Esq.
City Attorney

FORT PIERCE POLICE OFFICERS' ASSOCIATION, INC.,
a Florida Nonprofit Corporation, TENANT

By: [Signature]
Daniel Gilroy, 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 Daniel Gilroy, as President of the Fort Pierce Police Officers' Association, Inc., to me known to be the person described in and who executed foregoing document and who has produced FL Drivers License as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of January, 2010.

(SEAL)

[Signature]
Notary Public, State of Florida at Large

My Commission expires: _____

