

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this 1st day of March, 2015, by and between FP-DW, LLC and FP-DX, LLC, Florida limited liability companies organized under the laws of Florida with their principal address at 3777 West Fork Rd., Cincinnati, OH 45247 (“**LANDLORD**”), and, **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (“**TENANT**”).

WHEREAS, the previous owner and Tenant entered into a twenty four (24) month lease agreement for certain parcels along Indian River Drive, Fort Pierce, Florida, attached hereto as Exhibit “A”, on March 1, 2012; and

WHEREAS, FP-DW, LLC has now become the owner of Parcel W, more fully described in Exhibit “A” to the Lease Agreement, and FP-DX, LLC has now become the owner of Parcel X, more fully described in Exhibit “A” to the Lease Agreement, and both wish to continue with the lease with **TENANT** provided the following changes.

WHEREAS, **LANDLORD** and **TENANT** have mutually agreed to a twenty-four (24) month 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 twenty-four (24) month period, commencing on March 1, 2015.
- 2) All references to LOCATION DEVELOPMENT CORP., are amended to reflect the new **LANDLORD**, FP-DW, LLC and FP-DX, LLC.
- 3) Section 1 is modified to allow both **LANDLORD** and **TENANT** the ability to terminate the Lease for any reason, provided the party that wishes to terminate provides the other party with thirty (30) day written notice to the other in the manner provided in Section 9.
- 4) Section 9 is modified as follows:

LANDLORD:
FP-DW, LLC and FP-DX, LLC
3777 West Fork Rd.,
Cincinnati, OH 45247

Copy To:
Lindsay Demmery, Esq.
Prestige Land & Law, PLLC
120 Butler St., Suite B
West Palm Beach, FL 33407

TENANT:
CITY OF FORT PIERCE
c/o City Manager
100 North US1
P.O. Box 1480
Fort Pierce, FL 34954

Copy to:
City Attorney
100 North US1
P.O. Box 1480
Fort Pierce, FL 34954

5) Section 7 is modified as follows:

7. LIABILITY: TENANT agrees to indemnify LANDLORD in accordance with the following. LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, the TENANT'S employees, agents, guests, invites, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for 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 during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the leased 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 within the Demised Premises, including any allegations of negligent maintenance of the property during the term of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

6) All other terms and conditions of the Lease shall remain the same.

7) This Agreement may be executed by the parties listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

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.

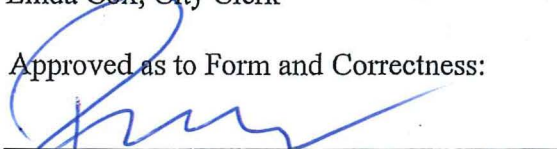
CITY OF FORT PIERCE, a municipal corporation, **LANDLORD**

Attest:

Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Approved as to Form and Correctness:



Robert V. Schwerer, Esq.
City Attorney

Witnesses:

Print:

Print:

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, _____, as _____ of _____, 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 _____, 201_.

Notary Public, State of Florida at Large


My Commission expires: _____

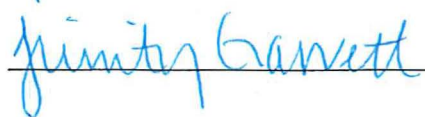
LANDLORD:
FP-DW, LLC

By: 
Print: Tara Adams
Its: Agent

FP-DX, LLC
By: 
Print: Tara Adams
Its: Agent

Witnesses:





STATE OF Ohio
COUNTY OF Hamilton

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, Tara Adams, as Agent of FP-DW, LLC, and FP-DX, LLC. 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 24th day of March, 2016

Christine Warren
Notary Public, State of Florida at Large



Jody Christine Warren, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

My Commission expires: _____

Temporary Parking
Marina Reconstruction

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 19th day of March, 2012 by and between LOCATION DEVELOPMENT CORP., a Florida corporation, ("LANDLORD"), whose address is 633 Kingfish Road, North Palm Beach, Florida 33408; and THE CITY OF FORT PIERCE, FLORIDA, a Florida Municipal corporation, ("TENANT"), whose address is 100 North US 1, Fort Pierce, Florida, 34954.

WITNESSETH:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, legally described as Parcel "W" (Parcel ID # 2403-801-0024-000-6) and Parcel "X" (Parcel ID # 2403-801-0023-000-9) as shown and depicted on the attached Exhibit "A" (Proposed Lease Area), with a general description of the parking lot and improvements to be constructed thereon (Temporary Parking Area) depicted on Exhibit "B", said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. TERM: The term of this Lease shall be for an initial period of twenty-four (24) months (Initial Term) commencing March 1, 2012, unless extended or terminated as provided for herein. TENANT is also granted the option of extending this Lease for an additional twelve (12) months (Extension Term) provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if LANDLORD is unable to deliver possession of the Demised Premises due to having entered a bona fide contract to sell the subject property prior to the Extension Term. TENANT may also terminate this Lease at any time during the Extension Term should it no longer need the temporary parking facility by providing thirty (30) days written notice to LANDLORD provided TENANT shall be responsible for pro-rata rent for each month the Demised Premises are occupied during the Extension Term as provided below.

2. RENT Rent for the Initial Term and Extension Term, if any, of this Lease shall be calculated as follows: TENANT shall pay rent in a sum equal to all real estate taxes assessed on the Demised Premises during the Initial Term or Extension Term, plus sale tax, if applicable. Real estate taxes shall include all taxes, items, and assessments that appear on the real estate tax bill as issued by the St. Lucie County Tax Collector. Such payments of rent shall be paid quarterly in advance on an estimated basis with adjustments made within thirty (30) days of the posting or receipt of the annual tax bill. All taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the parties hereto for the year(s) comprising the Initial Term and Extension Term, if any, as well as the year in which this Lease is terminated.

3. INSURANCE: TENANT shall maintain its currently existing General Liability insurance coverages of \$200,000 each person/\$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of



the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement and shall provide a minimum of sixty (60) days notice to LANDLORD prior to cancellation or termination of the insurance policy.

4. LATE CHARGES: The TENANT covenants and agrees to pay LANDLORD a late charge of five (5%) percent of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

5. USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of constructing a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. During the term of this Lease TENANT shall maintain the property as may be required by all government authorities and collect and control trash and refuse. TENANT shall comply with all environmental rules and regulations applicable to temporary parking facilities. TENANT shall make no alterations or additions except as depicted on Exhibit "B" without prior written consent of LANDLORD. The TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in the same condition as existed at the beginning of the term of the Lease. The TENANT shall comply with all laws, ordinances and obligations imposed by all governmental authorities during the term of the Lease, including maintaining the grass and flora on the property as may be necessary. Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking and LANDLORD shall not unreasonably withhold written consent in connection with same. TENANT shall block-off or enclose the rear portion of the Demised Premises to discourage parking on any of LANDLORD's remaining property not part of the Demised Premises.

TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the premises as a temporary parking lot.

6. ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Lease without the written consent of the LANDLORD.

7. LIABILITY: LANDLORD shall not be liable for any damage or injury to any person or property whether it be the person or property of the TENANT, the TENANT'S employees, agents, guests, invites, or otherwise, by reason of TENANT'S occupancy of the leased premises or because of fire, flood, windstorm, acts of God, or for any other reason. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for 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 during the term of this Lease as a result of any act or omission of TENANT, as a result of the occupancy or use of the leased 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 within the Demised Premises, including any allegations of negligent maintenance of the property during the term of this Lease.

8. ENVIRONMENTAL COVENANTS. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Leased Premises. As between TENANT and LANDLORD, TENANT agrees to defend and be responsible for all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises directly caused by the acts, omissions or negligence of TENANT, its employees, business invitees, or contractors and specifically documented to have occurred during TENANT's occupancy under this Lease.

9. NOTICES: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:

LOCATION DEVELOPMENT CORP.
633 Kingfish Road
North Palm Beach, FL 33408

Copy To:

J. Stephen Tierney, Esq.
Neill, Griffin, Tierney, Neill & Marquis
311 South 2nd Street
P.O. Box 1270
Fort Pierce, FL 34954

TENANT:

CITY OF FORT PIERCE
c/o David Recor, City Manager
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:

Robert V. Schwerer, City Attorney
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited with the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

10. ATTORNEY FEES: In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover attorney fees and costs from the losing party through appellate proceedings.

appellate proceedings.

11. JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

12. ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. The Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns as permitted.

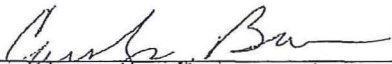
13. TIME OF THE ESSENCE: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

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

WITNESSES AS TO LANDLORD:

LANDLORD:

**LOCATION DEVELOPMENT CORP.,
a Florida corporation**


Print Name: CAROLYN BAUMANN

By: David Gordon
David Gordon, President


Print Name: Elizabeth Beck

Date: 3/16/12

WITNESSES AS TO TENANT:

TENANT:

CITY OF FORT PIERCE, FLORIDA

Print Name: _____

By: _____
Robert J. Benton, Mayor

Print Name: _____

Date: _____

11. JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

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13. TIME OF THE ESSENCE: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence 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.

WITNESSES AS TO LANDLORD:

Print Name: _____

Print Name: _____

WITNESSES AS TO TENANT:




Print Name: ROBERT V. SCHWERER

Print Name: _____

ATTEST:

Cassandra Steele, City Clerk



LANDLORD:

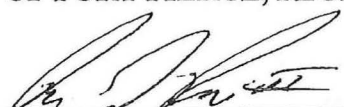
**LOCATION DEVELOPMENT CORP.,
a Florida corporation**

By: _____
David Gordon, President

Date: _____

TENANT:

CITY OF FORT PIERCE, FLORIDA

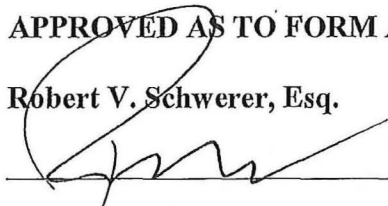
By: 

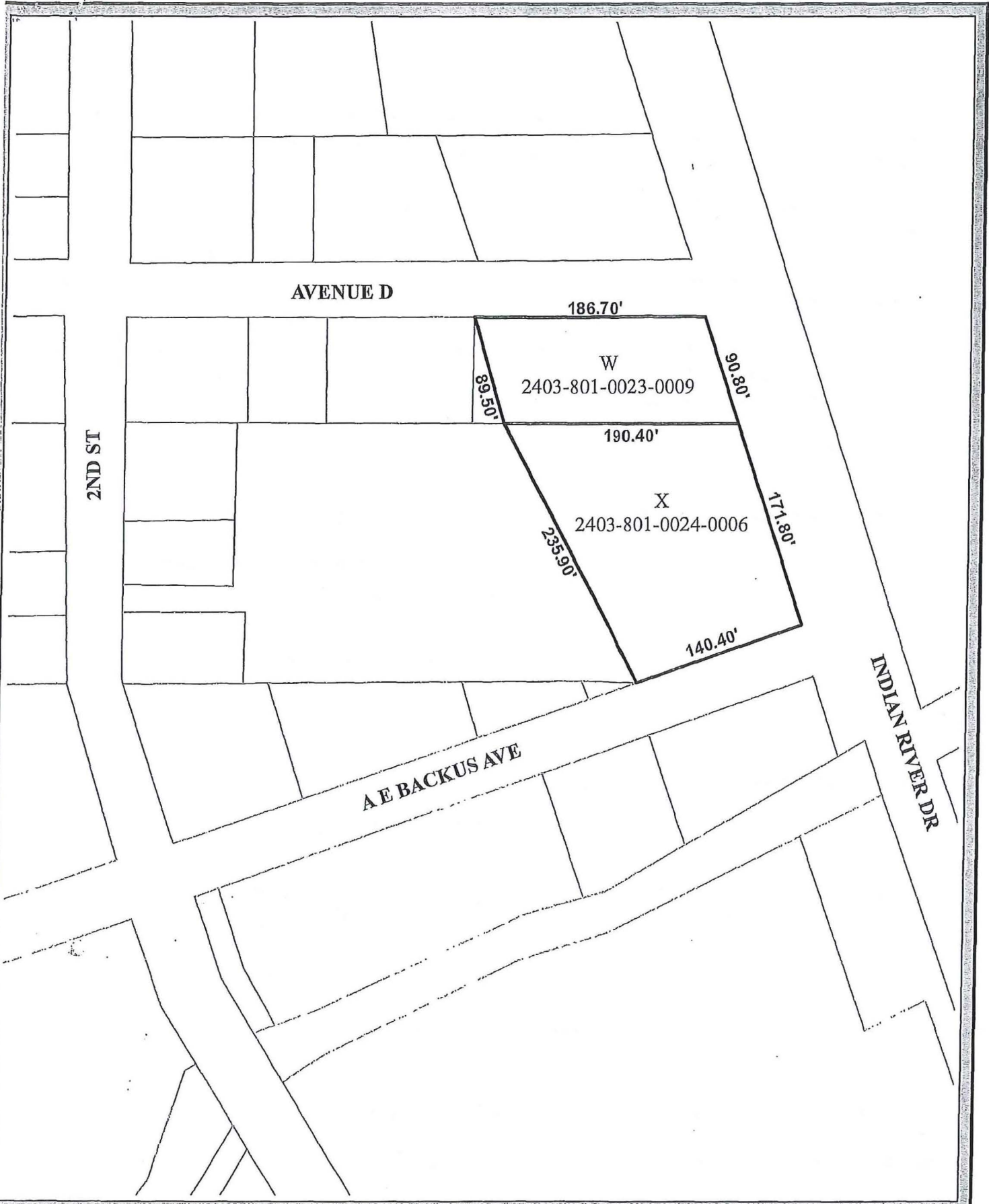
Robert J. Benton, Mayor

Date: March 19, 2012

APPROVED AS TO FORM AND CORRECTNESS

Robert V. Schwerer, Esq.

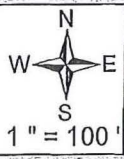




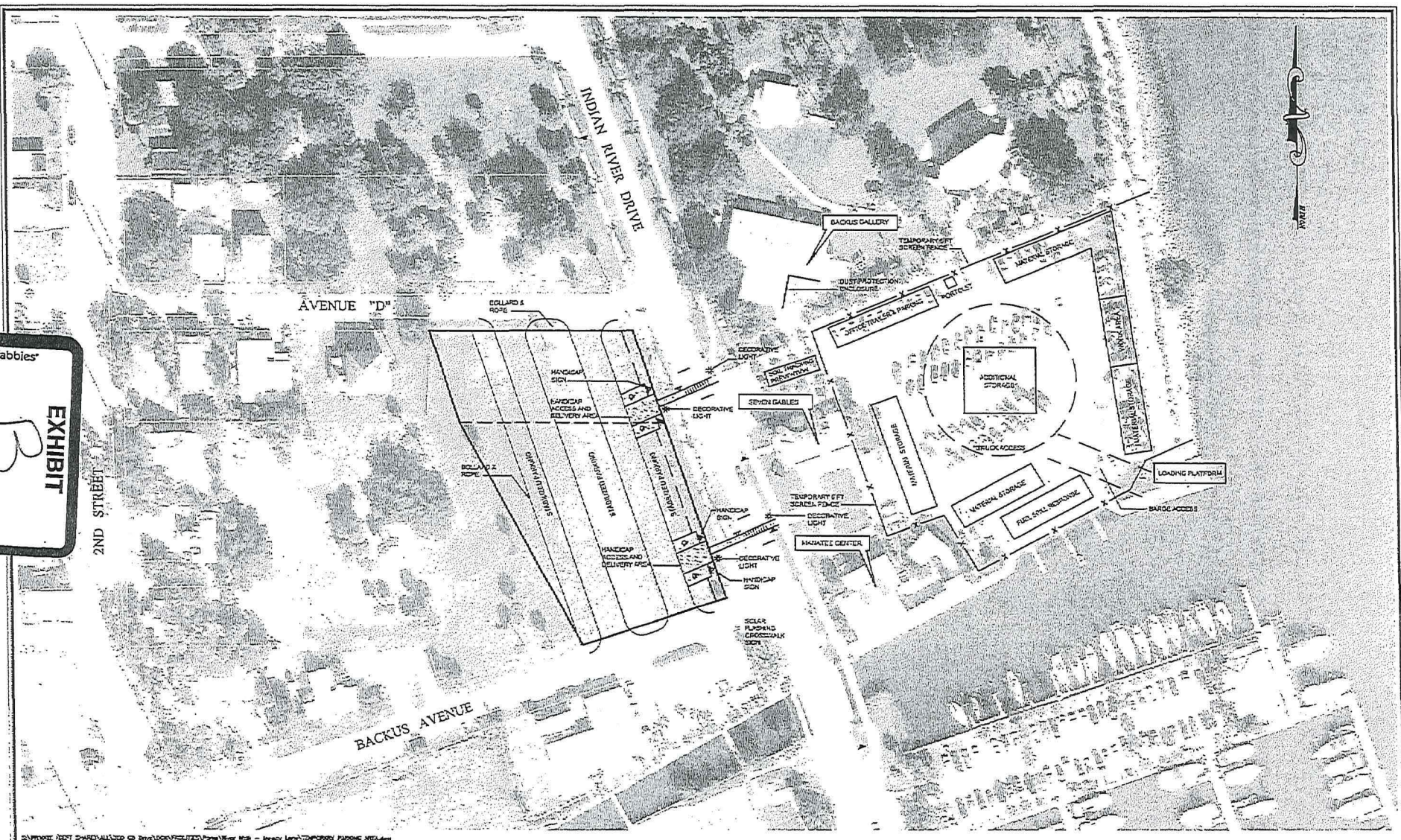
This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's Administrative purposes, it is not to be used for technical purposes. Any information, including but not limited to software and data, received from City of Ft. Pierce in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than reference must be confirmed by field survey. Aerial photo taken Jan 2009, City of Ft. Pierce Engineering Dept.

EXHIBIT A

Printed: Feb 2012



tabbies®
EXHIBIT
B



SYNOPSIS (NOT SHOWN) ALLOWED TO BE USED FOR REPRODUCTION WITHOUT THE WRITTEN PERMISSION OF THE CITY OF FORT PIERCE

 CITY OF FORT PIERCE DEPARTMENT OF ENGINEERING	TEMPORARY PARKING AREA DURING MARINA RECONSTRUCTION PROJECT	DATE: 2/14/12	No. DATE BY	REVISIONS	SHEET 1 OF 1
		SCALE: 1" = 50'			
DRAWN: DAS/E-SEISSIGER					