

Teen Center
1002 Avenue L

1002 Avenue L
Box 34950
772-203-1862

L E A S E

23 years ago

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THIS AGREEMENT made and entered into this 20th day of October, 1986, by and between CITY OF FORT PIERCE, FLORIDA, a Municipal corporation, hereinafter referred to as the Lessor, and CLUB UTILITAS, INC., a Florida corporation, hereinafter referred to as Lessee.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual promises, covenants and conditions herein contained to be kept and performed by each of the parties hereto, the parties hereto agree as follows, to-wit:

1. Lessor hereby leases to Lessee under the terms and conditions contained herein, that property more specifically described as follows:

Lots 23 and 24, Block 1, PROSPERITY PARK SUBDIVISION, as per plat thereof, recorded in Plat Book 7, page 55 of the public records of St. Lucie County, Florida.

2. This lease shall commence on the 6th day of October, 1986 and end at midnight on the 5th day of October, 2036.

The Lessee shall have and is given option to renew this lease, at its election, for an additional ten (10) year period, upon the same terms and conditions, provided Lessee shall notify Lessor in writing of its election to exercise the option not less than sixty (60) days before the expiration of the primary term hereof.

3. The Lessee covenants and agrees to pay in legal tender and lawful money of the United States, without demand, the annual rent of \$1.00 per year for 50 years, payable in advance.

4. The Lessee further covenants and agrees to maintain said property, and to keep said property in good appearance.

5. The Lessee further agrees to carry liability insurance coverage on the described premises, listing the Lessor on said policy, in the amount of \$100,000/\$300,000. The Lessee will furnish proof of insurance when construction starts and show proof of insurance each year thereafter. Said proof to be furnished to the City Building Department.

6. The Lessee hereby agrees that no portion of this lease, nor any portion of the property described in said lease, will be sublet or assigned, either directly or indirectly, without first securing the written approval and permission of the Lessor.

7. It is understood and agreed:

a. That Lessor shall not in any manner whatsoever be responsible or liable for any costs or expenses incurred by the Lessee in the development or maintenance of the above-described premises, and any and all costs and expenses shall be the sole responsibility and obligation of the Lessee; and

b. Lessee will not suffer or permit any mechanic's liens or other liens for work, labor, services or materials to be attached to said premises or any part thereof; and

c. Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any and every nature arising out of the construction or alteration or the use of said land as described above, or out of the management or control of said property.

8. The Lessee further agrees that it will not mortgage or sublet or in any way cause an easement to be placed on the above-described property.

9. It is understood that this property is leased to Lessee with the express condition that it is to be used for the construction of a building to be used as a teen center for the development of young people and for the express purpose of encouraging young people to engage in activities that will help them to develop into usefull and valuable adults in the community or in any community in which they may choose to reside. The Lessee shall complete Phase One within two (2) years from the commencement of this lease and if the purpose for which this property is leased terminates and for any reason is not used

as a teen center for a period of two (2) months after the completion of Phase One, this lease shall automatically terminate and Lessor shall immediately go into possession of said property. If Phase One is not constructed or completed within two (2) years, then this lease shall also terminate.

10. Lessee shall pay any real property taxes assessed against the leased premises. Lessor shall join with Lessee in any application for tax-exempt status for the leased premises.

11. In the event Lessor has to bring any action to enforce any of the provisions of this lease, Lessee shall be responsible for paying attorney's fees of Lessor, including appellate fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in the manner and by their duly authorized officers and their official seal to be affixed hereto, the day and year first above written.

Signed, sealed and delivered in the presence of:

Alvin J. Ray
Lawrence Hart
As to Lessor

CITY OF FORT PIERCE, FLORIDA
A Municipal Corporation

By *Mark Parly*
Mayor-Commissioner

ATTEST: *Caranda Steele*
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By *John T. Brennan*
City Attorney

Signed, sealed and delivered in the presence of:

Reborah Brownell
Larry Thomas
As to Lessee

CLUB UTILITAS, INC.
A Florida corporation

By *Cara L. Monroe*
President

ATTEST: *Beth M. McDonald*
Secretary