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August 27, 2019

Hand Delivery Via Process Server

Humane Society of St. Lucie County, Inc.
8890 NW Glades Cut-Off Rd.
Port St. Lucie, Florida 34986
Attention: Mary Jean Navaretta, President

Hand Delivery Via Process Server

Humane Society of St. Lucie County, Inc.
c/o Stephen Navaretta, Registered Agent
7309 Reserve Creek Drive
Port St. Lucie, Florida 34986

Hand Delivery Via Process Server

Humane Society of St. Lucie County, Inc.
100 Savannah Road
Ft. Pierce, Florida 34982

Re: Notice of Default of Lease Agreement with the City of Ft. Pierce, Florida

Dear Sir or Madam:

Our law firm has been retained to represent the City of Ft. Pierce (hereinafter the "City") with regard to the City's lease agreement with the Humane Society of St. Lucie County, Inc., (hereinafter the "Humane Society") dated October 5, 1987 (hereinafter the "Lease"). Please direct all future correspondence or other communication in this matter directly to my attention.

The Lease is for a 50 year term which commenced on October 5, 1987 and ends on October 5, 2037. The Lease contains the following sections addressing the responsibility for maintenance and upkeep of the leased premises located at 100 Savannah Road, Ft. Pierce, Florida 34982:

3. The Lessee, at its own expense, in addition to the annual rental shall be responsible for all maintenance, upkeep and repairs, both inside and outside of all buildings now located on the above described lands, and any other structure or buildings erected thereon during the tenure of this Lease.
8.Throughout the term of this Lease, if the demised premises or any building or improvement now or hereafter erected thereon shall, during the term hereof, be destroyed or damaged in whole or in part by fire or other cause, the same shall be promptly repaired, rebuilt and replaced by the Lessee at its own expense.

11. In the event that the Lessee shall construct any building or improvements on the demised premises, the Lessee will at its own expense make all interior and exterior repairs to the same, it being the intent that the Lessee shall assume full and entire responsibility in respect of any such building or improvements, and the repair and upkeep thereof and the provision hereof in regard to repairs to buildings shall also apply to the buildings now located on the demised premises....

I am enclosing a copy of the Code Enforcement Property Maintenance Inspection Report which details the deficiencies in the required maintenance, upkeep and repair of the leased premises as of August 6, 2019. As you will note, the deficiencies are significant. I am also enclosing a flash drive containing numerous photographs of the leased premises which were taken by Code Enforcement and the Building Department on the date of the August 6, 2019 inspection. The photographs further show the nature of the deficient maintenance, upkeep and repair.

In accord with Section 12 of the Lease, the City is hereby providing the Humane Society with fifteen (15) day's written notice of the City's intent to terminate the Lease in the event all of the deficiencies as set forth in the enclosed Code Enforcement Property Maintenance Inspection Report, and further detailed by the photographs, are not fully rectified within the 15 day period. Code Enforcement and the Building Department will be making an additional inspection of the leased premises on or about Monday, September 16, 2019 to determine if all of the deficiencies have been rectified.

In addition to the above referenced sections of the Lease, Section 9 of the Lease states:

9. The Lessee shall comply with all requirements of all laws, orders and regulations of the federal, state, county and municipal authorities, with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon the Lessor or Lessee with respect to the demised premises, or the use or occupation thereof or with respect to any building or improvements thereon erected by the Lessee.

The Humane Society has also violated Section 9 of the Lease within the past few months by failing to comply with the requirements of all laws, orders and regulations of the federal, state, county and municipal authorities, as follows:

1. Numerous German Shepard puppies died with no response from the Humane Society with some puppies taken from the shelter by St. Lucie County Animal, Safety, Service & Protection to an emergency clinic, in violation of *Fla. Stat.* §828.13(2)(c) and City Ordinance 4-24(b)(5).
2. An adult dog in Building A at the leased premises was neglected by the Humane Society which required that the dog be taken from the Humane Society by St. Lucie County Animal, Safety, Service & Protection to an emergency clinic in violation of *Fla. Stat.* §828.13(2)(c) and City Ordinance 4-24(b)(5).

3. A number of Boston Terrier puppies were sick while at the Humane Society with no response from the Humane Society. All puppies died in violation of *Fla. Stat. §828.13(2)(c)* and City Ordinance 4-24(b)(5).
4. Numerous other dogs which were in the care of the Humane Society were neglected during their care, including a dog named Levi with a cut foot, a dog named Bea that passed out, and dogs named Champ, Peach and Chloe that became lethargic, skinny and underweight in violation of City Ordinance 4-24(b)(5).
5. A Shih-tzu puppy was eaten by rats while in the care of the Humane Society and a Chihuahua puppy also died as a result of multiple rat bites while in the care of the Humane Society in violation of City Ordinance 4.24(b)(1).
6. A cat impounded by St. Lucie County Animal, Safety, Service & Protection was dropped in the cat rom at the Humane Society at 10:38 A.M., on June 26, 2019. At 5:30 P.M., the cat was still in the trap without food or water in violation of City Ordinance 4-24(b)(2).
7. The Humane Society has failed to properly register animals adopted by residents of the City in violation of City Ordinance 4-77(d).

All of the above numbered items are further defaults in the performance of the Lease which provides the City with the additional right to terminate the Lease.

I believe the information set forth herein is clear, however, you may contact me directly upon receipt of this correspondence in the event you have any questions.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

BRENNAN & KRETSCHMER

Fred L. Kretschmer, Jr.

By:

Fred L. Kretschmer, Jr.

FLK/cy

enclosures

cc: City of Ft. Pierce - City Attorney