

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 5th day of October, 1987, in duplicate, by and between the **CITY OF FORT PIERCE, FLORIDA**, a Municipal Corporation, hereinafter referred to as "Lessor", and **HUMANE SOCIETY OF ST. LUCIE COUNTY, INC.**, a non-profit corporation existing under the laws of the State of Florida, with its principal place of business in Fort Pierce, St. Lucie County, Florida, hereinafter referred to as "Lessee",

**WITNESSETH:** That Lessor hereby leases to the Lessee, and the Lessee hereby hires from the Lessor, all that certain lot, parcel or piece of land situate, lying and being in the City of Fort Pierce, St. Lucie County, Florida, described as follows:

Commence at the Southeast corner of the NE  $\frac{1}{4}$  of Section 22, Township 35 South, Range 40 East, in St. Lucie County, Florida, and run thence North along the East line of said NE  $\frac{1}{4}$  a distance of 544.4 feet, thence run North  $88^{\circ}30'$  West a distance of 453.9 feet, thence run North  $02^{\circ}17'$  East a distance of 262 feet to the point of beginning; from this point of beginning run South  $86^{\circ}16'$  East 208.7 feet; thence run North  $03^{\circ}44'$  East 208.7 feet; thence run North  $86^{\circ}16'$  West 313.2 feet; thence run South  $03^{\circ}44'$  West 208.7 feet; thence run South  $86^{\circ}16'$  East 104.5 feet to the point of beginning, containing approximately 1.5 acres of land.

This lease cancels, replaces and supersedes that certain lease between the parties of April 13, 1984, and incorporates the lands described above and certain other lands described as follows:

Beginning at the Southwest corner of property presently being leased to the Humane Society as described above, thence South  $88^{\circ}19'$  West along the southerly boundary of property a distance of 300.00 feet to a point, which point is the Southwest corner of property, thence North  $1^{\circ}41'$  West along the westerly boundary of property a distance of 207.77 feet to a point, which point is the Northwest corner of property, thence North  $88^{\circ}19'$  East along the northerly boundary of property a distance of 319.70 feet to a point, which point is the Northeast corner of property, thence South  $3^{\circ}44'$  West along the easterly boundary of property a distance of 208.70 feet to a point, which point is the Southeast corner of property and being the point of beginning.

LESS AND EXCEPT that portion thereof described as follows for the location and maintenance of a utility easement which is expressly reserved to the Lessor:

Commencing at the Southwest corner of property thence North 1° 41' West along the westerly boundary of property a distance of 162.94 feet to a point, which point is the point of beginning, thence continue North 1° 41' West along the said westerly boundary of property a distance of 20.88 feet to a point, thence North 88° 04' East a distance of 317.56 feet to a point, which point is on the easterly boundary of property, thence South 3° 44' West along the said easterly boundary of property a distance of 12.06 feet to a point, thence South 88° 04' West a distance of 308.37 feet to a point, thence South 47° 16' East a distance of 245.54 feet to a point, which point is on the southerly boundary of property, thence South 88° 19' West along the said southerly boundary of property a distance of 55.72 feet to a point, thence North 42° 44' East a distance of 27.00 feet to a point, thence North 47° 16' West a distance of 205.26 feet to a point, which point is on the westerly boundary of property and being the point of beginning.

All lying within Section 22, Township 35 South, Range 40 East of St. Lucie County, Florida. Size of entire parcel being 1.47 acres and size of utility easement being .16 acres.

**TOGETHER WITH** all the improvements and appurtenances thereto appertaining located on the above described land.

**TO HAVE AND TO HOLD** the said demised premises unto the Lessee for the term of fifty (50) years commencing October 5, 1987 and running for a term of fifty (50) years ending on October 5, 2037, both dates inclusive, at the annual rental of ONE DOLLAR (\$1.00) per year, payable in advance.

This Lease is upon the following express conditions, each and every one of which Lessee covenants with the Lessor to keep and perform:

1. The Lessee shall and will well, truly and promptly pay to the Lessor the rent herein reserved on or before the 5th day of October of each year during the tenure of this Lease, commencing with October 5, 1987.

2. Except as otherwise provided in this paragraph, the Lessee shall use and occupy the demised premises only for an animal shelter and the care and housing of animals, and any allotted purposes. In addition to the above, Lessee shall be

allowed to use the premises for the shelter, care and housing of larger domestic animals as requested or required by the City of Fort Pierce, City of Port St. Lucie, or St. Lucie County.

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.

4. At its own cost, the Lessee for the purposes of this Lease, may construct at any time or times during the continuance of this Lease and maintain a building or buildings or other improvements upon the demised premises, and may make alterations or improvements in any building or buildings so constructed, but before proceeding with the construction of any such building or buildings, or such alterations or improvements, the Lessee shall, if required by the Lessor, furnish to the Lessor a bond satisfactory to the Lessor as regards form, amount and sureties, indemnifying the Lessor against loss by reason of mechanics' liens or liens for work, labor or materials. Also buildings and improvements constructed by the Lessee on the demised premises shall be part of the demised premises and become the property of the Lessor at the expiration or termination of this Lease, whenever terminated under the provisions hereof.

5. The Lessee will not suffer or permit, during the term hereby granted, any mechanic's liens or other liens for work, labor, services or materials to attach to the demised premises, or to any building or improvement constructed thereon, and if any such lien shall so attach the Lessee shall, within thirty (30) days either pay the same or procure the discharge thereof by giving security or in such manner as may be prescribed by law. In default thereof the Lessor may, at its option, cause the said lien to be paid or discharged and the amount thereof with interest shall become immediately due and payable by the Lessee to the Lessor as additional rent, and in default of payment thereof by

the Lessee, the Lessor shall have all and singular the same rights and remedies as in case of a default in payment of the rent reserved herein.

6. The Lessee shall provide and maintain fire, lightning, extended coverage, vandalism and malicious mischief insurance, and in addition thereto, bodily injury insurance in the amount of \$100,000 for bodily injury to any one person and \$300,000 bodily injury liability for any one accident, and \$10,000 property damage, and copies of said policies shall be delivered by the Lessee to the Director of Finance of the City of Fort Pierce.

7. The Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims or judgment for injury to person or property of any and every nature arising out of the construction, repair, or alteration of any building on the demised premises. The Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims or judgment for injury to person or property of any and every nature arising out of the use, occupation, management or control of the demised premises or out of the business carried on upon the demised premises which is caused by the negligence or carelessness of the Lessee, its officers, agents or employees. The Lessee shall, at its own expense, defend any and all suits and may be brought against the Lessor or in which the Lessor may be impleaded with others upon any such claim or claims, and shall satisfy any judgments that may be recovered against the Lessor in any such suits; and in the event of the failure of the Lessee to defend any such suit or to pay any sum for which the Lessor may become liable, then the Lessor may defend such suit or may pay such sum and expenses of such suit and the amount so paid with interest shall become immediately due and payable as additional rent hereunder, and upon default by the Lessee in payment of the same, the Lessor shall have the same rights and remedies as in case of a default in payment of the rent reserved herein.

8. Although any building or improvements upon the demised premises shall be partially or completely destroyed by fire or other cause, there shall be no abatement of the rent, and the rights and duties of the respective parties hereto shall in no way be affected. 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 any other cause, the same shall be promptly repaired, rebuilt and replaced by the Lessee at its own expense.

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.

10. The Lessee may not assign this Lease or sublet the whole or any part of the demised premises without the written approval of the City Commission of the City of Fort Pierce, Florida.

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. The Lessee shall be responsible for and shall pay the cost of all utilities consumed or used by the Lessee.

12. (1) If the Lessee shall make default in payment of any installment of the rent, or of any sum hereinbefore referred to as additional rent, as and when the same may become due, or (2)

if the Lessee shall make default in the performance of any covenant or condition of this Lease on its part to be performed, the, in either of said events, the Lessor shall have and is hereby given the right to terminate and end this Lease and the term hereby granted, and all right and interest of the Lessee hereunder, by giving to the Lessee fifteen (15) days' notice in writing, and upon the expiration of the time fixed in said notice, if such default had not been fully rectified, this Lease and the term hereby granted shall at the option of the Lessor wholly cease and expire with the same effect as if that date were the date originally fixed herein for the expiration of the term; and thereupon the Lessor shall have the right to re-enter or repossess the said demised premises, together with all buildings and improvements thereon, by force or otherwise, and to dispossess and remove the Lessee and all occupants of the premises, by summary proceedings or in any lawful manner. In the case of any default, re-entry and/or expiration the rent shall become due thereupon and be paid up to the time of such re-entry and/or expiration, together with such expenses as the Lessor may incur for legal expenses, attorney's fees and for putting the demised premises in good order and condition. In the event of a breach or threatened breach by the Lessee of any of the covenants or provisions hereof, the Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. The Lessee hereby expressly waives any and all rights of redemption, granted by or under any present or future laws in the event of the Lessee being evicted or dispossessed for any cause, or in the event of the Lessor obtaining possession of the demised premises by reason of the breach or violation of the Lessee of any of the covenants and conditions, in this Lease contained, or otherwise.

13. No act or thing done by the Lessor or the Lessor's agents during the term hereby granted shall be deemed an

acceptance of a surrender of said premises or shall be valid unless the same be made in writing and subscribed by the Lessor. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the Lessor and the Lessee. The mention in this Lease of any particular remedy shall not preclude the Lessor from any other remedy the Lessor might have, either in law or equity, nor shall the waiver of or redress for any violation of any covenant or condition in this Lease contained prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Lessor of rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach.

14. A bill, statement, notice or communication which the Lessor may desire or be required to give to the Lessee, including any notice of expiration, shall be deemed sufficiently given or rendered if, in writing, delivered to an officer of the Lessee personally or sent by registered mail addressed to the Lessee at Fort Pierce, Florida, or left at the demised premises addressed to the Lessee, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to the Lessee, mailed, or left at the premises as herein provided; likewise, any notice by the Lessee to the Lessor may be delivered personally to the City Manager of the Lessor, or may be served by registered mail addressed to the Lessor at Fort Pierce, Florida.

15. The Lessee leased the demised premises after examination and without any representation on the part of the Lessor. No representative or agent of the Lessor is authorized or permitted to make any representation in reference thereto or to vary or modify this Lease. This Lease contains all the agreements and conditions made between the parties hereto. Any additions hereto or alterations hereof, in order to be binding, must be in

writing signed by both parties.

16. It is expressly agreed and understood that if, at any time during the tenure of this Lease, the hereinabove described lands, or any part thereof, are needed by the City for public purposes then this Lease may be cancelled upon sixty (60) days' written notice by the Lessor to the Lessee and the Lessor shall then have the right to retake possession of the said land for such public use. In the event this Lease is cancelled as hereinabove set out, then in that event the Lessor shall reimburse to the Lessee fair and just compensation for the improvements then taken, which improvements were placed on the hereinabove described lands by the Lessee. No compensation or remuneration shall be paid by the Lessor to the Lessee as to the value of the land taken, but only for the improvements placed thereon by the Lessee during the tenure of this Lease, or prior thereto. The fair and just compensation shall be the appraised value of the improvements at the date of the taking. The amount of the fair and just compensation as to the value of the improvements taken shall be arrived at by the Lessor appointing a qualified appraiser and the Lessee appointing a qualified appraiser, and the two such appraisers selecting a third qualified appraiser, and the three such appraisers shall then appraise the said improvements to be taken and fix the value thereof to be paid by the Lessor to the Lessee. In the event the Lessee holds over after the expiration of the sixty (60) days' written notice, then the said Lessee shall be considered a tenant at sufferance and the Lessor shall have all and singular the same rights or remedies as in case of default in payment of the rent as provided for herein.

17. The Lessor covenants and agrees with the Lessee paying the rent, and the sums described herein as additional rent, and performing all the covenants and conditions aforesaid on the Lessee's part to be performed, the Lessee shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

18. In the event of the breach of any covenant or condition herein to be kept or performed by Lessee, the Lessor shall have all and singular the same rights or remedies as in case of default in payment of the rent provided for herein.

19. The covenants, conditions and agreements contained in the within Lease shall bind and benefit the parties and their successors and assigns.

20. On the last day of the term hereby granted, or other sooner termination of this Lease, the Lessee shall and will quietly and peaceably quit, surrender and yield up the demised premises, with the ordinary wear and tear excepted, in good order and repair into the possession of the Lessor without fraud or delay.

**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused these presents to be executed in duplicate in their corporate names and their corporate seals to be affixed by their officers thereunto duly authorized, all the day and year first above written.

Signed, sealed and delivered in the presence of:

Arita L. Furtado  
Alexis J. Kay

CITY OF FORT PIERCE, FLORIDA  
A Municipal Corporation

By: [Signature]  
Mayor-Commissioner

ATTEST: [Signature]  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: [Signature]  
City Attorney

Signed, sealed and delivered in the presence of:

Keith W. Hardy  
Gloria Connelly

HUMANE SOCIETY OF ST. LUCIE  
COUNTY, INC.

By: [Signature]  
President

ATTEST: [Signature]  
Secretary