

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 3rd day of October, 2022, ("Effective Date") by and between the City of Fort Pierce, a municipal corporation, whose principal offices are located at 100 North US Highway 1, Fort Pierce, Florida 34950, (the "Tenant"), and The Housing Authority of the City of Fort Pierce, Florida, a public body corporate and politic organized pursuant to Chapter 421, Florida Statutes, whose principal offices are located at 511 Orange Avenue, Fort Pierce, Florida 34950 (the "Owner"), (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Owner owns that certain property that is located at 2304 Avenue I, Fort Pierce, Florida 34950 (the "Premises"); and

WHEREAS, the Owner wishes to have the Tenant to become the Tenant at the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The RICH House will foster police and community relationship and provide a multi-purpose resource center for the community. The RICH House will be open and available to the general public for law enforcement related issues, between the hours of 9:00 am and 3:00 pm Tuesday and Thursday, with additional varied hours for planned/scheduled activities and events as they evolve; and

WHEREAS, the Tenant is amenable to leasing the entire Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the payment of the sums as provided herein, by Tenant to the Owner, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** The Owner does hereby lease and let and Tenant does hereby hire and take the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950, for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House, subject to the terms and conditions contained herein. The Tenant, its employees, customers, contractors, invitees and agents shall have the right to use the areas of the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950. Tenant accepts the Premises in "AS IS" condition and it is agreed that the Owner will not be responsible for any loss, damage or costs which may be incurred by Tenant or its employees, customers, contractors, invitees and agents.

2. **TERM:** The Owner hereby grants to the Tenant a leasehold interest in the Premises to commence upon the 16 day of September, 2022 (the "Effective Date") and shall continue for a period of three (3) years (the "Initial Term") terminating on the ____ day of September 16, 2025. The Agreement may be extended for two (2) additional terms of one (1) year each, if requested by the Tenant. The Tenant shall request one or both of these extensions in writing provided to the Owner at least one hundred eighty (180) days prior to the end of the Initial Term or the end of the first extended term, subject to the approval of the Owner.

3. **RENT AND CONSIDERATION:** The Tenant shall pay to the Owner the sum of One Dollar (\$1.00) annually, due on September 16 of each year of the Initial Term, and each year of any extension thereof pursuant to this Agreement, as annual rent. As additional consideration for this Agreement, Tenant shall:

a. Undertake any modifications to, structural changes to and/or repairs of the Premises, subject to the requirements outlined in Section 4 of this Agreement to make the Premises suitable for the purposes outlined herein at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

b. Maintain the Premises, including but not necessarily limited to the physical building, grounds, landscaping, and parking areas, subject to the requirements outlined in Section 7 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

c. Obtain and maintain utility services, including but not necessarily limited to water, sewer, gas, electricity, internet service or any other utilities ("Utilities"), subject to the requirements outlined in Section 8 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

d. Pay all costs, expenses, license fees, or other charges levied by governmental authorities on the business and/or lease rights associated with the goods and/or services offered pursuant to the lease, which may arise or become due during the term of this Agreement and any extensions thereof, and indemnify and hold harmless, to the extent allowed by law, the Owner from and against same.

4. ALTERATIONS AND IMPROVEMENTS: The Tenant shall obtain written approval from the Owner prior to making any improvements, modifications, structural changes, or alterations of any nature to the existing structures or improvements to the Premises. Any such approval shall not relieve the Tenant of having to obtain the necessary permits as are required by any governmental entity and under no circumstances will any work take place on or in the Premises without such permits. Any damage to the Premises caused by improvements and/or repairs by the Tenant shall be repaired or replaced at its sole cost and expense. Any improvements of any kind or nature, or items attached to the land during the term of this Agreement and any extensions thereof by the efforts of the Tenant, shall be considered the property of the Owner. New structures or other improvements that may impact or degrade the environmental quality of the Premises are prohibited.

5. PERMITTED USE: The Tenant shall use the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The Tenant shall at all times comply with all applicable state and local laws, governmental regulations and ordinances with regard to any use of and occupancy of the Premises; and the Tenant shall not suffer or permit said Premises or any part thereof to be used for any purpose not otherwise expressly allowed herein including, without limitations of illegal or immoral use. Notwithstanding anything contained herein to the contrary, should Tenant, during the Initial Term and any extensions thereof substantially fail to use the Premises for the permitted use listed herein, in the sole discretion of the Owner, the Owner may consider such change in use a material event of default of this Agreement subject to termination by the Owner as provided herein.

6. INSURANCE: Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall procure and maintain the insurance policies provided for in the attached Exhibit "A".

7. MAINTENANCE AND REPAIR: With regard to the Premises, the Tenant shall:

a. Keep in a good state of repair all improvements, equipment, and fixtures existing or placed on or about the Premises and surrounding areas; and

b. Maintain and repair all heating, HVAC systems, air conditioning and ventilating systems, electrical and lighting systems, plumbing, waste facilities, roofing and all other structural components in good order, condition and repair; and

c. Maintain and landscape the surrounding areas in good order, condition and repair; and

d. Provide all janitorial material, supplies and services required to be used and employ janitorial personnel necessary to adequately maintain the Building; and

e. Provide security or related services to provide protection of the Building and surrounding areas to the reasonable satisfaction of the Owner; and

f. Keep the outside areas clean and free of trash, rubbish and garbage to the reasonable satisfaction of the Owner; and

g. Keep and maintain the improvements, including all entrances, doors, locks, windows, glass, molding, ceilings, floorings, walls and appurtenances thereto in good order, condition and repair.

8. UTILITIES/SERVICES: Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall be responsible for the placement, installation and payment of all utilities, including but not limited to, utilities servicing the Premises. The Tenant shall repair, at the Tenant's sole cost and expense, any damage to the Premises caused by the installation, maintenance, replacement or repair of any one or all of the utilities.

The Tenant shall provide and use suitable covered receptacles for all garbage, trash, and other refuse. Additionally, the Tenant agrees to furnish all telephone, cable, internet services and any and all other related services needed to operate its business.

9. ASSIGNABILITY/SUBLEASE: This Agreement shall not be assigned nor transferred, in whole or in part, without the written approval of the Owner. The Tenant shall not sublease any part of the Premises without the written approval of the Owner.

10. EMINENT DOMAIN: If the whole or substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease, as to the part so taken, from the day the possession of that part shall be taken for any public purpose. The Tenant shall have the right either to cancel this Agreement and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided. The Owner shall be entitled to all condemnation awards provided by Florida law. The Tenant shall be entitled to that portion of the condemnation award attributable to the Tenant's leasehold interest in the Premises and furniture, fixtures, and/or equipment on the Premises, all business damages, and relocation costs. The Owner and the Tenant shall fully cooperate with each other to accomplish the division provided for in the preceding sentence. The Owner and the Tenant shall use good faith efforts to obtain separate awards from the condemning authority (or a judicial allocation of a single award) for their respective interests, consistent with this Section. The Tenant is entitled to retain such damages it may recover. If only a portion, which does not constitute a "substantial part" of the Premises is condemned or taken in any manner or degree that, in any material respect, adversely impacts the Tenant's business or business operations (as determined by Tenant in its sole business judgment, not, however, to be arbitrarily exercised), then the Tenant may elect to terminate this Agreement as of the date of the vesting of title in the condemning authority, by written notice to the Owner

given within sixty (60) days of the condemnation or taking. The Owner must provide the Tenant with a copy of any notice received from the condemning authority within twenty (20) days of receipt. For the purposes of this Section, the term "substantial part" shall mean a sizable enough area of the Premises has been taken so as to materially impair, in the Tenant's sole discretion, the Tenant's ability to use the Premises for the Permitted Use and the Tenant's conduct of business.

11. CASUALTY: If the Premises or any portion thereof is damaged by fire or other casualty (other than through the documented gross negligence or malfeasance of the Owner, its agents, representatives, employees and/or invitees), then the Tenant shall be responsible for repairing and restoring all improvements placed on the Premises (including the Tenant's Improvements) at the Tenant's sole cost and expense. All repairs to the Premises shall be performed promptly and in a good and workmanlike manner. The Tenant shall also be solely responsible for the replacement and repair of any personal property or equipment owned by the Tenant and located on the Premises.

12. ACCESS TO PREMISES BY OWNER:

a. The Tenant agrees that the Owner may make use of the Premises for purposes it deems appropriate, at any times that the Tenant is not using the Premises for its stated purposes, during the term of this Agreement and any extensions thereof. When the Owner uses the premises during these times, the Owner agrees to leave the premises in the same condition in which it was prior to its use.

b. The Tenant shall allow the Owner's authorized representative(s) access to the Premises or any portion thereof at all reasonable hours for the purpose of examining and inspecting the Premises or for the purpose necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

c. In the case of a declared state of emergency, or in anticipation of a hurricane, tropical storm or some other natural disaster, as determined by the Owner in its sole discretion, the Owner retains the right to immediately resume occupation, management, and maintenance of the Premises, and to use same to meet any emergency needs of the citizens of the Owner, as determined by the Owner in its sole discretion, for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the Owner in its sole.

13. EVENTS OF DEFAULT:

a. **Tenant's Default.** The Tenant shall be in default, and an event of default (an "Event of Default") shall have occurred, under this Agreement if the Tenant shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by Tenant under this Agreement, within thirty (30) days after written notice from the Owner or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such thirty (30) day period so long as the Tenant has commenced to cure such violation within such thirty (30) day period and thereafter proceeds continuously and diligently to complete such cure.

b. **Owner's Default.** The Owner shall be in default, and an Event of Default shall have occurred, under this Agreement if the Owner shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by the Owner under this Agreement within ninety (90) days after written notice from the Tenant or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such ninety (90) day period so long as the Tenant has commenced to cure such violation within such ninety (90) day period and thereafter proceeds continuously and diligently to complete such cure.

14. EFFECTS OF DEFAULT:

a. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth in Section 13 above, the non-breaching party, upon its election, may declare the term ended. In the event of the Tenant's default, the Owner may re-enter upon the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, the Tenant waiving any demand for possession of such Premises and any and all permanent improvements then situated thereon or the Owner may have such other remedy as the law or this instrument may afford.

b. Upon the termination of this Agreement, at such election of the Owner, or in any other way, the Tenant shall immediately surrender and deliver up the Premises and permanent improvements peaceably to the Owner. At such time, the title to any and all permanent improvements, including, without limitation, the Tenant's Improvements, placed on the Premises by the Tenant shall revert to or become the exclusive property of the Owner except for furniture, office equipment, trade fixtures, any equipment that is easily removeable and all other personal property owned by the Tenant. If the Tenant shall hold such Premises, or any part thereof, one (1) day after the termination date, it shall be subject to eviction or removal in accordance with law. Any material damage which may occur to the Premises due to Tenant's removal of its furniture, equipment, trade fixtures and/or personal property shall be repaired by the Tenant, at its expense, and to the Owner's commercially reasonable satisfaction.

c. Under no circumstances shall the Tenant be entitled to compensation from the Owner for any permanent improvements made by the Tenant to the Premises including, without limitation, any permanent improvements constructed as part of the Tenant's Improvements.

d. Each party shall have all other rights and remedies available at law or in equity, including, without limitation, the right to injunctive relief.

15. GRACE PERIODS: All default and grace periods shall be deemed to run concurrently.

16. BANKRUPTCY: It is expressly understood and agreed that in the event the Tenant enters into bankruptcy proceedings, is adjudged bankrupt or insolvent, makes an assignment for the benefit of creditors, or if a receiver or trustee of the Tenant's creditors is filed, any of which is not discharged within ninety (90) days after filing, then in any such event, the Owner may, at its option and without notice, declare this Agreement ended and terminated and may re-enter the Premises and take possession thereof.

17. ATTORNEY'S FEES: In connection with any legal proceedings relating to this Agreement, including appellate proceedings, arising out of the enforcement of any term of this Agreement, or for any action for possession of the Premises or damages, or for the collection of any rent or any other payment required that may be collected by suit, the prevailing party shall be entitled to recover all costs and reasonable attorneys' and other professional fees incurred by such prevailing party for any litigation, mediation or appeal whether litigated or settled. This Section survives the expiration or termination of this Agreement.

18. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. INDEMNIFICATION/HOLD HARMLESS: If the Tenant is a governmental entity under the laws of the state of Florida, the Parties acknowledge that each enjoy certain immunities under Florida law. Nothing in this indemnity provision shall be interpreted as a waiver, or estop either party from asserting any right, immunity, privilege or defense that any or each may enjoy under the doctrine of sovereign immunity or the limitation of liability and other protections afforded to them under Section 768.28, Florida Statutes. Such immunities, however, shall not extend to agents, contractors or third parties or in any way lessen affect the insurance requirements set forth in Section 6 above.

If the Tenant is not a governmental entity under the laws of the state of Florida, then the Tenant shall and does hereby indemnify the Owner, its officers, commissioners, employees and agents, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors or omissions of the indemnifying party, its agents, employees, servants, licensees, invitees, or contractors or by a person under the control or direction of said indemnifying party. Nothing contained in this Agreement shall be construed as a waiver or estoppel of the sovereign immunity protections afforded by law or in any event to enlarge the liability of the Owner beyond limits expressed in Section 768.28, Florida Statutes, as may be amended.

20. SUCCESSORS IN INTEREST: Unless otherwise provided in this Agreement, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, all of whom shall be jointly and severely liable hereunder.

21. NON-DISCRIMINATION:

a. Neither party shall discriminate against any individual because of that individual's race, color, religion, sex, sexual orientation, age, national origin, disability, handicap, marital status, or familial status with respect to any activity occurring on or in the Premises or within the surrounding land; and

b. In the construction of any the Tenant's Improvements on, over or under said Premises and the furnishing of services thereon, Tenant shall not discriminate against any person on the grounds of race, color, sex or national origin. In addition, in obtaining the materials, supplies, equipment, and services necessary for the design, construction, and operation of any improvements or buildings described in this Agreement, the Tenant shall comply with the ordinances and policies of St. Lucie County, Florida regarding women and minority business enterprises, equal employment opportunity and affirmative action.

22. HOLDING-OVER: In the event the Tenant shall holdover and remain in possession of the Premises after the expiration of the term without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by the Owner.

23. SURRENDER: Upon expiration of this Term, or early termination as provided herein, the Tenant will peaceably and quietly deliver possession of the Premises and all permanent improvements which the Tenant may have constructed upon the Premises pursuant to the provisions of this Agreement. The Tenant shall be permitted to remove all moveable trade fixtures, furniture, equipment, and other personal property which the Tenant shall install at its own expense. Any damage which may occur to the Premises or the surrounding land due to the Tenant's removal of its equipment, trade fixtures and/or personal property shall be repaired by the Tenant at its sole cost and expense and to the Owner's commercially reasonable satisfaction.

24. PROHIBITION AGAINST ENCUMBRANCES:

a. The Tenant shall defend and hold harmless the Owner from any claim or demand including attorneys' fees on the part of any person, firm or corporation, performing labor or furnishing materials in connection with the building and construction of any improvements by the Tenant, including but not limited to the Tenant's Improvements, on the Premises; and

b. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of the Tenant on the building or improvements on the Premises shall look only to the Tenant for any payment, and that no lien or claim shall be allowed to attach to the Owner's fee interest in the Premises. The Tenant shall notify and disclose to all contractors and sub-contractors the prohibition of placing liens or claims against the Premises. In the event that the Tenant shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of any improvements by the Tenant on the Premises, and such default shall have continued for a period of sixty (60) days after the Owner shall have given the Tenant written notice of such default, such default shall be a Tenant's Event of Default and the Owner may, at its option, declare this Agreement terminated, provided, however, the Tenant shall have the right during said sixty (60) day period, in accordance with Florida Statutes to post a surety bond with the Clerk of the Circuit Court in and for St. Lucie County, Florida, and have any such lien transferred to said bond and said action by the Tenant shall cure the default and the Owner shall have no right of termination. Upon the termination of the Agreement by reason of such default, all permanent improvements (except as otherwise provided herein) placed upon the Premises by the Tenant shall be and become the property of the Owner, and the Tenant shall have no further right, title or interest therein, and the Owner shall have the full right, power and authority to enter upon the Premises and take possession of the same and all buildings, improvements or other structures thereon.

c. The Tenant shall not engage in any financing or any other transaction, creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Owner's fee interest in the Premises or any portion of the Premises or other land owned by the Owner; and

d. It is further understood by the Tenant that it may only use its leasehold interest, together with its right and interest in any and all approved subleases and rents due, as security for any proposed financing and that the Tenant has no fee simple ownership rights or title to the Premises. Further, such leasehold interest is strictly conditioned upon the satisfaction of all terms and provisions contained herein.

25. TIME IS OF THE ESSENCE: Time is and shall be of the essence with respect to the respective duties and obligations of the Owner and the Tenant as set forth in this Agreement.

26. CHOICE OF LAW/VENUE: This Agreement shall be interpreted and construed under the laws of the State of Florida. Venue shall be in St. Lucie County, Florida.

27. NOTICES: Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given (a) when physically received by personal delivery, or (b) three (3) days after being deposited in United States certified or registered mail, return receipt requested, postage prepaid, or (c) one (1) day after being deposited with a nationally known commercial courier service (such as FedEx) addressed to the respective Parties at the following addresses:

TO OWNER:

The Housing Authority of the
City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, Florida 34950
Attn.: Administration

TO TENANT:

City of Fort Pierce, a municipal corporation
100 N US Highway 1
Fort Pierce, Florida 34950
Attn.: _____

WITH COPIES TO:

Ricardo L. Gilmore, General Counsel
Saxon Gilmore & Carraway, P.A.
201 East Kennedy Boulevard, #600
Tampa, Florida 33602

WITH COPIES TO:

Tanya Earley, City Attorney
100 North US Highway 1
Fort Pierce, Florida 34950

Diane Hobley-Burney, Chief of Police
Fort Pierce Police Department
920 South US Highway 1
Fort Pierce, Florida 34950

28. **WAIVERS:** In the event that the Owner, at any time, shall waive any default by Tenant of any of the covenants and conditions of this Agreement, then such waiver shall not be construed to be a continuing waiver of such default and shall not be construed as a waiver of any subsequent default that may be committed by the Tenant.

29. **HEADINGS:** The headings used for the paragraphs of this Agreement are for ease of reference only and are not to be construed as adding to or detracting from the meaning contained therein.

30. **RADON GAS NOTIFICATION "RADON GAS":** 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 testing may be obtained from your county public health unit.

31. **HAZARDOUS SUBSTANCES:** For purposes of this Agreement, "Hazardous Substances" shall mean any material which could give rise to liability under (a) the Resources Conservation Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (b) the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (c) the Toxic Substances and Control Act, as now or hereafter amended ("TSCA"), 15 U.S.C. Sections 2601 et seq.; (d) the Clean Air Act, as now or hereafter amended ("CAA"), 42 U.S.C. Sections 7401 et seq.; (e) any common law theory based on nuisance or strict liability; and (f) any other applicable law (collectively, the "Hazardous Substances Laws").

The Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining the Owner's prior written consent. If the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of the Tenant or any of its agents, employees or contractors, the Tenant shall indemnify, defend and hold harmless the Owner from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses and expenses arising during or after the term of this Agreement and arising as a result of such contamination. This indemnification includes any and all costs incurred due to any investigation of the site or any cleanup.

removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if the Tenant causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, the Tenant, at its sole expense, shall complete all required clean up, removal and remediation. The Tenant shall first obtain the Owner's approval for any such remedial action. Notwithstanding the foregoing, this indemnification shall only apply to contamination by a Hazardous Substance resulting from the Tenant's use and operation of the Premises. Nothing herein contained shall be held to indemnify the Owner from liability or to create any liability on the Tenant for Hazardous Substance contamination resulting from the Owner's ownership, use or operation of the Premises or the Owner's surrounding land, or from the acts or omissions of any third party. Notwithstanding, the Owner has no knowledge of and makes no representation or warranty regarding the prior existence, disposal or waste of any Hazardous Substances on the Premises.

32. INJURIES AND LOSS: The Tenant assumes all risks incident to the construction and installation of the Tenant's Improvements and the operation of the permitted use. The Owner shall not be liable for any injury or damage to persons or property caused by or resulting from steam, electricity, gas, water, or from any injury or damage resulting or arising from any other cause or happening whatsoever not due to the negligence of the Owner, its agents, servants, or employees.

33. ADVERTISEMENT AND SIGNAGE: The Owner hereby consents to the Tenant, without written prior approval by the Owner, using reasonable and appropriate advertising of the services being offered by the Tenant at and on the Premises, during the Initial Term and any extensions thereof. Subject to the Owner's written approval and the approval of all applicable governmental authorities having jurisdiction over signage, the Tenant may, at its sole cost and expense, install signage the size, design, exact location and type of construction of which shall conform to and be subject to any applicable governmental authority including the Owner's approval to be given at its sole discretion. The Tenant shall, at its cost, maintain such approved signs in good order, condition and repair. The Tenant will remove all signs at the termination of this Agreement and will repair any damage caused by such removal to the Owner's satisfaction.

34. MEMORANDUM OF LEASE, RECORDATION: The Parties will at any time, at the request of either of them, promptly execute an instrument in recordable form, which will constitute a short form "Memorandum of the Lease" setting forth a description of the Premises, the Effective or Commencement Dates, the Term of this Agreement and any other portions thereof, excepting the rental provisions.

35. RECITALS: The recitals to this Agreement are true and correct and are incorporated herein by this reference.

36. EXHIBITS: The Exhibits annexed hereto are true and correct and are incorporated herein by this reference.

37. QUIET ENJOYMENT: Subject to the terms, covenants and conditions of this Agreement, the Owner covenants and agrees that Tenant may peacefully and quietly have, hold, and enjoy the Premises without hindrance, ejection or molestation by any person lawfully claiming under Owner.

38. ENTIRE AGREEMENT: This instrument constitutes the entire Agreement between the Parties, and it shall not be amended, altered, or changed except by a written agreement executed by the Parties hereto.

39. TIME PERIODS: For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which the period commences excluding any

Saturday, Sunday or legal holiday. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Premises is located or the jurisdiction to which notices to the Parties are to be sent, such period shall extend to the first business day thereafter.

40. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of fire or other casualty, strikes, lockouts, labor troubles or shortages, material shortages, any moratorium or other governmental or court imposed restrictions, riots, criminal acts, food borne illness, insurrection, war, adverse and unusual weather conditions, vandalism, defective materials or work by third party contractors, jobsite accidents, the breach of the other party of its obligations under this Agreement, or other reason of like nature beyond the reasonable control of the party delayed in such performance (each a "Force Majeure Event"), then (a) the period for performance shall be extended by the period of time equivalent to the delay caused by such Force Majeure Event or (b) performance shall be excused during the period of non-performance caused by such Force Majeure Event, as applicable. Notwithstanding the foregoing, any extension of time for a Force Majeure Event shall be conditioned upon the party seeking an extension of time delivering written notice of such Force Majeure Event to the other party within ten (10) days of the commencement of the delay caused by the Force Majeure Event. This Section shall not apply to any obligation to pay any sums due under this Agreement and the lack of the financial ability to perform shall not constitute a Force Majeure Event.

41. **CONSTRUCTION OF AGREEMENT:** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each covenant, agreement, obligation, or other provision of this Agreement shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provisions of this Agreement unless otherwise expressly provided.

42. **BROKERAGE:** The Parties represent to each other that neither of them have had any dealings with any broker or agent in connection with this Agreement, it being understood and agreed that, each party will hold the other harmless and indemnify each other from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent in respect of this Agreement or the negotiation thereof with whom either party had dealings.

43. **OWNER'S COOPERATION:** Anything to the contrary contained herein notwithstanding, the Owner agrees to cooperate with the Tenant in connection with all of the various approvals and permits which the Tenant will be required to obtain from the Owner, or any of its various departments.

44. **COUNTERPARTS:** This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine shall be treated as an original document, the signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Marybeth Bixeland

Witness: Marybeth Bixeland
(print or type name beneath signature)

Nancy Johnson

Witness: Nancy Johnson
(print or type name beneath signature)

OWNER: THE HOUSING AUTHORITY OF THE
CITY OF FORT PIERCE, FLORIDA

By: Rosetta Bartell

Name: Rosetta Bartell
(print or type name beneath signature)

Title: Interim Executive Director

Date: 8/3/22

APPROVED AS TO FORM AND CORRECTNESS

By: [Signature]
Housing Authority Attorney

Signed, sealed and delivered
in the presence of:

[Signature]

Witness: Brittany Meredith
(print or type name beneath signature)

Rebecca Mendonca

Witness: Rebecca Mendonca
(print or type name beneath signature)

TENANT: CITY OF FORT PIERCE, A MUNICIPAL
CORPORATION

By: Linda Hudson

Name: Linda Hudson, Mayor
(print or type name beneath signature)

Date: 10/3/2022

APPROVED AS TO FORM AND CORRECTNESS

By: [Signature]
City Attorney

Attest:

By: Linda W. Coy
City Clerk

EXHIBIT TO AGREEMENT

EXHIBIT "A" Insurance Requirements

Tenant shall maintain at all times during the lease term, at Tenant's cost, general liability insurance protecting Tenant and Owner against bodily injury and property damage claims and demands that may arise or be claimed on account of Tenant's use of the premises. The limit of liability for such coverage shall be at least One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. In addition, the insurance policy must provide coverage of at least One Hundred Thousand (\$100,000.00) Dollars for damages to rented premises. The insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of general liability insurance in the State of Florida. Tenant shall provide to Owner annual certificates of insurance demonstrating that the insurance is current and upon written request from Owner copies of any insurance policies issued. The Certificate of Insurance shall provide that the carrier will provide thirty (30) day written notice to Owner before cancellation of the policy shall be effected. The provisions herein shall in no way or manner deny to Tenant the defense of sovereign immunity for the limitation of liability.

It shall be the sole responsibility of Owner to maintain property insurance coverage on the building and improvements on the demised premises, including all alterations and additions. Property insurance provided by Owner shall not be required to provide coverage for loss or damage to Tenant's contents. It shall be the sole responsibility of Tenant to provide property insurance coverage to pay for loss or damage to Tenant's contents in the demised premises. If Tenant elects to maintain such coverage on Tenant's contents such coverage shall be paid for by Tenant.

If Tenant fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Owner may obtain the insurance and the premiums for that insurance will be deemed additional rental to be paid by the Tenant to Owner on demand. In addition, a failure to furnish all necessary policies and certificates shall be considered a default under the terms of this lease.

The Tenant shall have any and all insurers of the Premises amend their policies to name The Housing Authority of the City of Fort Pierce, Florida as an additional insured during the term of this Agreement, and any extensions thereof. The Tenant shall provide Owner at the time of lease signing with written evidence that Tenant has complied with this obligation.

The Tenant shall notify The Housing Authority of the City of Fort Pierce, Florida within thirty (30) days of any change to the policies insuring the Premises, including but not necessarily limited to cancellation of the policy or lower of the policy coverage amounts during the term of this Agreement, and any extensions thereof.