

**AGREEMENT TO LEASE THE JACKIE L. CAYNON BUILDING
(1234 AVENUE D, FORT PIERCE, FLORIDA)**

THIS LEASE AGREEMENT entered into this 8th day of NOVEMBER 2022 by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA)**, a dependent special district of the **CITY OF FORT PIERCE, FLORIDA**, (hereafter "LANDLORD") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950; and **ORIGINAL FLORIDA HALL OF FAME HIGHWAYMEN, INC.**, a non-profit Florida corporation (hereafter "TENANT") whose business address is 2804 Dunbar Street, Fort Pierce, Florida 34947.

RECITALS:

WHEREAS, the LANDLORD, is the owner of an approximate 3,700 square foot building known as the Jackie L. Caynon Building, located at 1234 Avenue D, Fort Pierce, Florida 34950 (hereafter the "Demised Premises"); and

WHEREAS, the TENANT was selected by LANDLORD to manage and operate the City of Fort Pierce Highwaymen Museum (hereafter the "Museum") upon the Demised Premises; and

WHEREAS, the TENANT is accepting this Lease Agreement to continue to manage and operate the Museum, keeping regular posted hours of operation acceptable to LANDLORD, and performing a specific public benefit, subject to the review and approval of the LANDLORD and the terms and conditions of this Lease Agreement; and

WHEREAS, this Lease Agreement shall be subject to all existing zoning and building restrictions and regulations and provisions and clauses set forth herein; and

WHEREAS, the LANDLORD is desirous of leasing the Demised Premises to TENANT.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

express waiver shall affect any provision other than the one specified in such waiver, and then only for the time and in the manner specifically stated.

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"TENANT" shall be jointly and severally liable for all obligations to be performed by TENANT herein.

- i. The Effective Date of the Lease Agreement shall be the date last executed by the parties without amendment or deletion to the Lease Agreement and its Exhibit(s).

20. **RADON GAS.** Pursuant to Fla. Stat. Sec. 404.056(8), 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 and radon testing may be obtained from your county health department.
21. **INSPECTION.** LANDLORD or its agents shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting or for any other purpose not inconsistent with the terms and provisions of this Lease Agreement.
22. **PARTIAL INVALIDITY.** In the event any term, provision, or condition of this Lease Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair this Lease Agreement as a whole or any other provision of this Lease Agreement.
23. **NO WAIVER.** No waiver of any provision of this Lease Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No

- d. Whenever a period of time is prescribed for action to be taken by either party, said party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties.
- e. Each provision performable by TENANT shall be deemed both a covenant and a condition. The Lease Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. The Lease Agreement may be modified in writing only, signed by the parties in interest at the time of modification.
- f. This Lease Agreement shall bind the parties, their personal representatives, successors, and assigns.
- g. This Lease Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Lease Agreement is in the Courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.
- h. The terms "LANDLORD" and "TENANT", as used herein, denote both singular and plural and all genders. Where "TENANT" consists of more than one person, whether natural or artificial, all the persons constituting

return receipt requested to Original Florida Hall of Fame Highwaymen, Inc., at the address designated in Section 16 above, or such other place as TENANT may designate in writing. All such notices shall be deemed to have been duly given, delivered, or served if and when hand delivered or deposited in the U.S. Post Office, postage prepaid, whether evidence of delivery received is obtained or not obtained.

18. **ACCESS TO PROPERTY.** During the term of this Lease Agreement, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the Demised Premises at all reasonable times deemed necessary for the purpose of this Lease Agreement, and to assure compliance with all ordinances, statutes, and rules and regulations of federal, state, and local agencies having jurisdiction.

19. **GENERAL PROVISIONS.** The following general provisions shall be an integral part of this Lease Agreement:

- a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease Agreement, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.
- b. Time is of the essence.
- c. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT's default is such that more than ten (10) days are reasonably required for its cure, TENANT shall not be deemed to be in default if TENANT commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

In the event of any default or breach by TENANT, LANDLORD may at any time thereafter declare this Lease Agreement terminated, terminate TENANT's right to possession of the Demised Premises, and retake possession thereof. Either party may also terminate this Lease Agreement by serving the other party with ninety (90) days written notice of intent to terminate with written notice sent to each party at the addresses listed below:

AS TO LANDLORD: Fort Pierce City Hall
100 North US #1
Fort Pierce, FL 34950
Attention: City Manager
City Attorney
FPRA Director

AS TO TENANT: Original Florida Hall of Fame Highwaymen, Inc.
1234 Avenue D
Fort Pierce, FL 34950

17. **NOTICES.** All notices required to be served upon LANDLORD shall be served by registered or certified mail, return receipt requested, to: CITY OF FORT PIERCE, Attn: City Manager, with copies to the Office of the City Attorney and the FPRA Director, at the address designated in Section 16 above, or such other place as LANDLORD may designate in writing. All notices required to be served upon TENANT shall be served by hand delivery or registered or certified mail,

thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs, by reason of damage to persons or property as a result of an accident upon the Demised Premises or events caused by the negligence, recklessness, or intentional misconduct of TENANT, its agents, its officers, or its employees, while TENANT is in possession thereof.

15. **ASSIGNMENT AND SUBLETTING.** The identity and financial standing of TENANT is a material consideration of LANDLORD in entering into the Lease Agreement. TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease Agreement or any estate or interest therein or sublet the Demised Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Demised Premises without the prior written consent of LANDLORD.
16. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease Agreement by TENANT:
 - a. The vacating or abandonment of the Demised Premises by TENANT.
 - b. The failure by TENANT to observe or perform any of the covenants, conditions or provisions to be observed or performed by TENANT where such failure shall continue for a period of ten (10) days after

standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the Demised Premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the Demised Premises to substantially return to the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. In the event any portion of the facility should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue operation of the Demised Premises, LANDLORD may cancel this Lease Agreement by giving written notice to TENANT, and the Lease Agreement shall terminate and become null and void.

14. **LIABILITY AND INDEMNIFICATION.** LANDLORD shall not be liable for any damage or injury, whether it be to the person or property, of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the Demised Premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts, or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of TENANT or any other person, whether such damage be caused by or result from any other

levied on such utility services. LANDLORD may, if it so elects, furnish one or more other utility services to TENANT with TENANT'S written approval, in the event such utilities or services are tied to and a part of LANDLORD's other facilities or common area. In such event, TENANT agrees to pay its pro rata share of such utilities or services as determined by LANDLORD from time to time.

12. **TITLE TO IMPROVEMENTS.** Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the Demised Premises shall vest in LANDLORD upon the termination of this Lease Agreement or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories, and modifications thereof from the Demised Premises.
13. **DAMAGE AND OBLIGATION TO RESTORE.** TENANT shall give immediate written notice to LANDLORD of any damage caused to the Demised Premises by fire or other casualty. If the Demised Premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease Agreement or to proceed to rebuild and repair the Demised Premises. Should LANDLORD elect to terminate the Lease Agreement, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty. Except as otherwise provided herein, in the event the Demised Premises should be damaged by fire or other casualty insurable under

shall mean replacement if necessary), the interior of the Demised Premises. LANDLORD shall be responsible for the maintenance of the exterior of the building, including the foundation, exterior walls, roof, generator(s), elevator(s), HVAC system, landscaping, brick paver garden, fire suppression system, backup water system, and parking lot.

10. **ALTERATIONS.** TENANT shall not make any alterations, additions, or improvements to the Demised Premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the Demised Premises. All alterations, additions, improvements, and fixtures (other than movable trade fixtures) which may be made or installed upon the Demised Premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease Agreement unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the Demised Premises to the original condition at TENANT's expense. Any linoleum, carpeting, or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.
11. **UTILITIES.** LANDLORD agrees to pay the following utility services furnished to the Demised Premises: heat, water, electricity, garbage, alarm/security system, internet, and Wi-Fi. TENANT shall contract in its own name and shall pay the charge before delinquency, for all other utility services rendered or furnished to the Demised Premises, including telephone, together with all taxes or other charges

consent of LANDLORD; to commit no waste of the Demised Premises; to remove all garbage and other debris which results from the operation of TENANT's operations and use of the premises in a clean and sanitary manner and to remove the garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures used by TENANT clean and sanitary; to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances; not to destroy, deface, damage, impair or remove any part of the Demised Premises, or property therein belonging to LANDLORD; to direct persons on the premises with TENANT's consent to conduct themselves in a manner that does not unreasonably disturb others or constitute a breach of the peace; and to surrender the Demised Premises at the termination of this Lease Agreement in a good state and condition as reasonable use and wear will have permitted.

LANDLORD shall be permitted use of the Demised Premises with the written consent of TENANT. Such consent shall not be withheld unreasonably, arbitrarily, or capriciously by TENANT.

A copy of the posted hours of operation and a list of the programming curriculum shall be furnished to LANDLORD at the time of the execution of this Lease Agreement and updated upon request.

9. **MAINTENANCE AND REPAIR.** TENANT shall, at all times, maintain the facility, and all appurtenances thereof, in a first-class condition and appearance, in compliance with all local, state, or federal statutes, codes, ordinances, and rules. TENANT shall keep and maintain in good order and condition (which maintenance

Except as otherwise specifically authorized in this Lease Agreement, no deductible or self-insured retention for any required insurance provided by TENANT pursuant to this Lease Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of LANDLORD), TENANT shall be responsible for paying on behalf of LANDLORD any such deductible or self-insured retention.

TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease Agreement, which certificate shall provide a minimum of thirty (30) days' notice to LANDLORD prior to the cancellation or termination of any insurance policy. Additionally, LANDLORD, from time to time, may require evidence of all such insurance coverages and policies above and TENANT shall agree to supply these policies or proof of insurance. LANDLORD shall further have the right to require TENANT to make reasonable increases to the minimum required limits of insurance specified herein during the term of this Lease Agreement.

8. **USE OF PREMISES.** TENANT shall utilize the Demised Premises for all uses pertinent to and related to its Highwaymen programs. TENANT further agrees to keep the Demised Premises in a clean and sanitary condition; to comply with all laws, ordinances, rules, regulations, environmental permits, and all other obligations imposed by applicable provisions of building, housing, health and environmental codes of any local, state, or federal law, regulation, or agency; to make no alterations or additions to the Demised Premises without the prior written

or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease - Policy Limit
	\$500,000	Disease - Each Employee

TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD shall be included as an “Additional Insured” on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate

The insurance provided by TENANT shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by LANDLORD. Any insurance, or self-insurance, maintained by LANDLORD shall be in excess of, and shall not contribute with, the insurance provided by TENANT.

(approximately the middle of June to the end of July each year) shall be Saturday from 10:00am to 4:00pm and Sunday from 12:00pm to 4:00pm. The Museum shall also be opened and operated by scheduled appointment for individual and group tours throughout the year.

The Museum is permitted to close, without prior LANDLORD approval and upon the discretion of the TENANT, on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

If a change is required to the hours of operation or the facility is to be closed at any time other than what is included in this Lease Agreement, such change in operating hours or closure shall require the written consent of LANDLORD.

7. **INSURANCE.** LANDLORD shall obtain and maintain all risk commercial property insurance on the exterior structure of the Demised Premises. TENANT shall insure the contents of all such buildings or structures of the Demised Premises. TENANT agrees that LANDLORD shall not be responsible for loss or damage to any contents of such buildings or structures on the Demised Premises.

TENANT shall purchase and maintain Workers' Compensation insurance on a form no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against LANDLORD. The minimum amount of coverage (inclusive of any amount provided by an umbrella

and other common areas of the overall facility as are needed and authorized for the reasonable use of the facility. TENANT acknowledges that its use and occupancy of the facility is part of an overall complex of buildings and facilities generally known as the Jackie L. Caynon Building. TENANT further acknowledges that its use and occupancy of the facility shall at all times be subject to the concurrent use of the ground area and surrounding property as LANDLORD may deem necessary for all uses in connection with the operation of the entire existing or future project.

4. **LEASE PAYMENTS.** TENANT, in consideration of this Lease Agreement, shall pay LANDLORD, without demand, at the offices of the Director of Finance, City Hall, 100 North U.S. 1, Fort Pierce, Florida 34950, or such other place as LANDLORD may from time to time designate in writing, rent in the amount of ONE DOLLAR (\$1.00) per year.
5. **TAXES.** If ad valorem taxes are applicable, TENANT agrees to pay its proportionate share as are billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.
6. **HOURS OF OPERATION.** At all times during this Lease Agreement, TENANT shall be required to operate a first-class facility with minimum hours of operation. The hours of operation for the Museum in the Fall through the Spring months (approximately the beginning of September to the middle of June each year) shall be Wednesday to Saturday from 10:00am to 4:00pm and Sunday from 12:00pm to 4:00pm. The hours of operation for the Museum in the Summer months

1. **TERM.** The Term of this Lease Agreement shall be for a period of fifty (50) years, commencing on the Effective Date (as defined in Section 19(i) below) and ending at midnight on the last day of the calendar month in which the fiftieth (50th) anniversary of the Effective Date occurs, unless sooner terminated as provided herein.
2. **RENEWAL TERM.** At the beginning of the forty-seventh (47th) year of the Term, LANDLORD and TENANT will review the Museum management and operations and mutually agree whether to renew the term of the Lease Agreement for an additional term up to forty-nine (49) years (hereafter the "Renewal Term"). If renewed, the Renewal Term shall be under the same terms as were in effect during the Initial Term unless the parties otherwise agree. TENANT'S renewal is subject to the agreement of both parties. In its review for renewal, LANDLORD shall not be unreasonable, arbitrary, or capricious. LANDLORD shall review whether TENANT'S performance under this Lease Agreement is satisfactory and providing a public benefit consistent with TENANT'S original intent to foster a greater appreciation of fine arts amongst the residents of and visitors to the City of Fort Pierce.
3. **DEMISED PREMISES.** The Tenant shall use and occupy the Demised Premises, which shall consist of an approximately three thousand seven hundred (3,700) square foot building known as the Jackie L. Caynon Building, located at 1234 Avenue D, Fort Pierce, Florida 34950 as depicted on Exhibit "A," attached hereto and incorporated herein by reference. LANDLORD shall further permit TENANT to use and occupy such additional areas, such as the parking lot, sidewalks, field,

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

ATTEST:

By: Linda W. Cox
Linda Cox, City Clerk

**LANDLORD:
FORT PIERCE REDEVELOPMENT
AGENCY**

By: Linda Hudson
Linda Hudson, Chairperson

Date: 9/8/2022

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya M. Earley
Tanya M. Earley, City Attorney

**TENANT:
ORIGINAL FLORIDA HALL OF FAME
HIGHWAYMEN, INC.**

WITNESS AS TO TENANT:

By: Felecia Atkins
Print Name: Felecia Atkins

TENANT:

By: Doretha Truesdell
Doretha Truesdell, President

Date: 9/27/2022

Exhibit A

Demised Premises: Jackie L. Caynon Building, located at 1234 Avenue D



- **Parcel IDs:**
 - 2409-501-0003-000-0 (Building) - FPRA
 - 2409-501-0004-000-7 (green space) - COFP
 - 2409-501-0001-000-6 (parking lot) – COFP

- **Square Feet**
 - Building) - 3,776
 - Green Space 2,613.6
 - Parking Lot - 8,748
 - Total Square Feet = 15,137.6

