L E A S E

THIS AGREEMENT, entered into this 8th day of September, 1984 by and between ST. LUCIE COUNTY, STATE OF FLORIDA, a political subdivision, hereinafter called Lessor, and FORT PIERCE YACHT CLUB, INC., a nonprofit Florida corporation, hereinafter called Lessee:

W I T N E S S E T H:

That the said Lessor does this day lease unto the Lessee that certain real property hereinafter described situate in the City of Fort Pierce, County of St. Lucie, State of Florida, to be used and occupied by the Lessee as a yacht club for the term commencing on the date first above mentioned and conditioned on the provisions hereinafter set out and ending on the 13th day of December 2015, at and for the agreed total rental of $10.00 per year to be paid in advance upon the annual anniversary of this Lease and other valuable considerations, plus reimbursement to St. Lucie County for the costs of installation of security fencing around the perminter of the premises in the amount of $1,350.00.

As additional consideration, Lessee covenants and agrees that Lessor may have the use of the leased premises for not less than 100 days during each calendar year under such terms and conditions mutually agreed upon by the parties for such use. Lessee shall not unreasonably deny any request of Lessor to use the lesed premises. Each party shall provide the other with its calendar of scheduled events.

The property which is subject to this lease is described as follows:

> Commence at the intersection of the existing bulkhead line of the City of Fort Pierce, Indian River Memorial Park property and the Southerly right-of-way line of the new State Road A-I-A: thence run South 18° 85' 30" East along said line of Indian River Memorial Park a distance of 61.00 feet to the point of beginning; thence run South 71° 34' 30" West along the Northern limits of lease area a distance of 150 feet; thence South 18° 25' 30" East a distance of 88 feet to a point on the Southern limits of the lease area; thence North 71° 34' 30" East along said Southern limits of lease area a distance of 224.64 feet to the safe mean high water line; thence Northeasterly along said safe mean high water line to its intersection with a line that is North 71° 34' 30" East a distance of 89.18 feet from said point of beginning;

thence South 71° 34' 30" West along said Northern limits of lease area back to said point of beginning. Containing 20,408.08 square feet more or less, all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

Together with riparian rights appurtenant thereto. In addition, a non-exclusive easement for ingress and egress is also conveyed for the term of this lease to the following described property:

Commence at the intersection of the existing bulkhead line of the City of Fort Pierce, Indian River Memorial Park property and the Southerly right-of-way line of the new State Road A-I-A; thence run South 18° 25' 30" East along said existing bulkhead line of Indian River Memorial Park a distance of 61.00 feet to the point on the Northern limits of the lease area; thence run South 71° 34' 30" West along the Northern limits of lease area a distance of 150 feet to the point of beginning; thence

1. Running South 71° 34' 30" West a distance of 231.00 feet to a point on the East right-of-way line of Indian River Drive; thence

2. Running South 18° 25' 30" East along said right-of-way line of Indian River Drive a distance of 88.00 feet to a point; thence

3. Running North 71° 34' 30" East a distance of 231.00 feet to a point; thence

4. Running North 18° 25' 30" West a distance of 88.00 feet to the point of beginning, containing 20,328.00 square feet all lying in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida.

The Lessor expressly reserves the right to the use of the easement area for spillover parking from public recreation activities and neither party may landscape that area in any manner that would interfere with that use. Lessor further grants Lessee a non-exclusive use of the public parking facilities at the community center and amphitheater within the Indian River Memorial Park.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

FIRST: This lease is entered into between the parties with an understanding that the Lessee will be performing many services for the general public. The Lessee shall not assign this Lease,

nor sublet the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as set forth herein, except for occasional rental of the portions of the premises for period not exceeding 72 hours. All additions, fixtures or improvements which may be made by Lessee, except movable furniture and appliances, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.

Lessor can agree to the assignment of the rights of the Lessee, but said agreement shall be in writing and shall be subject to approval by the City Commission of the City of Fort Pierce.

SECOND: The parties acknowledge that there presently exists upon the premises a partially completed structure consisting of a foundation and slab constructed by the St. Lucie Community Theatre, Inc. The Lessee agrees to take appropriate action within six (6) months of the date of this Lease to cover over or otherwise secure the structural cavity created in the slab by the design of the contemplated structure. It is Lessee's intention to construct upon the premises a yacht club building together with dock facilities. Consistent with that intention, Lessee agrees that it shall, within 12 months of the date of this Lease, submit to the appropriate governmental authorities all necessary applications for construction permits for the development of the premises and shall commence construction pursuant thereto within 24 months the date of this Lease, and shall obtain a certificate of occupancy for the improvement within 3 years of the date of this Lease. Upon completion of the structure, Lessee, at its own expense, shall maintain the structure and surrounding premises in a clean, sightly and healthful condition.

THIRD: In the event any taxes shall be assessed against this property said taxes shall be the responsibility and shall be paid by the Lessee.

FOURTH: The Lessee will carry liability insurance and shall hold the Lessor harmless from any claim for damages or injury which may result from an accident occuring on the above described

property. The amount of the liability coverage shall be $100,000.00 per person and $300,000.00 per accident.

FIFTH: All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof and Lessor shall not be liable for any damage to said personal property or the Lessee arising from the bursting or leaking of water pipes or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

SIXTH: That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their departments and bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires at its own cost and expense. Further, Lessee shall not discriminate in its membership on the basis of race, sex, religion, national originor any suspect category.

SEVENTH: The prompt payment of the rent for said premises upon the dates named and the faithful observance of the rules and regulations printed upon this Lease and which are hereby made a part of this covenant are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said Lease, including the construction time periods of Paragraph Second, shall, at the option of the Lessor, work a forfeiture of this Lease and all of the rights of the Lessee hereunder. Thereupon, the Lessor, his agents or attorneys shall have the right to enter said premises and remove all persons in the employ or under the control of the Lessee.

EIGHTH: If the Lessee shall abandon or vacate said premises before the end of the term of this Lease or shall suffer the rent to be in arrears, the Lessor may, at its option, forthwith cancel this Lease. Further, should Lessee cease to function as an

active organization or fail to maintain an active membership of at least fifty (50) persons for a period exceeding one (1) year, Lessor may, at its option, cancel this Lease.

NINTH: In the event either party resorts to legal action for the enforcement of the provisions of this Lease, the prevailing party in such action shall, in addition to any other available remedy, be entitled to recover from the nonprevailing party, all reasonable costs incurred including, but not limited to, any reasonable attorney's fee incurred by the prevailing party.

TENTH: It is expressly agreed and understood by and between the parties to this Lease that the Lessor shall not be liable for any damage or injury by water which may be sustained by the said Lessee or other person or for any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other Lessee or agent or employees or by reason of the breakage, leakage or obstruction of the water, sewer or soil pipes or other leakage in or about the said building.

ELEVENTH: Whenever Lessee shall not be in arrears of rent nor in default in the performance or observance of any of the covenants, conditions or other provisions of this Lease, Lessee may mortgage, or convey by deed of trust in the nature of a mortgage, its estate or its interest in the demised premises to secure a bona fide loan or loans of money then actually made or then actually about to be made to Lessee, or to extend or renew the same. No mortgagee, or trustee and beneficiary, nor anyone who claims by, through or under such mortgage or deed of trust in the nature of a mortgage, shall, however, by virtue of such mortgage or deed of trust acquire any greater or more extended rights than Lessee has under this Lease, and any such mortgage or deed of trust and the rights and interest of the mortgagee, trustee, beneficiary or any other person who claims by, through or under such mortgage or deed of trust, shall be in every respect subject, subservient and subordinate to all the conditions, provisions, stipulations, requirements, covenants and obligations of

this Lease, and the rights, powers and privileges of Lessor thereunder as well as in respect of any building or improvements from time to time on such premises or otherwise. Furthermore, Lessor reserves the right of approval of any mortgagee, provided, however, such approval shall not be unreasonably withheld.

TWELFTH: This Lease shall bind the Lessor and its assigns or successors and the assigns, legal representatives, or successors as the case may be of the Lessee.

THIRTEENTH: The Lessee agrees that it will not allow any liens for construction including mechanics' liens to be placed against said property and that it will be responsible for the payment of all costs and charges it might incur in the construction on the premises.

FOURTEENTH: Lessee is hereby given an option to renew its leasehold interest in the demised premises for an additional term of eleven (11) years at the expiration of this Lease at a rental of $10.00 per year provided that Lessee shall give Lessor, prior to the expiration of the term of this Lease, 90 days' notice, in writing, of its desire to procure such new lease. A new lease agreement for the term of such renewal shall be unnecessary, this Agreement constituting a present demise for both the original and any renewal term.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed the day and year above written.

Signed, sealed and delivered
in the presence of:

Dorothy Osborn

O. J. Dark

ST. LUCIE COUNTY, State of Florida
A political subdivision

By: Chairman, Board of County Commissioners

ATTEST:
Deputy Clerk

Leonard Orr

Harold Woodley

FORT PIERCE YACHT CLUB, INC.

By: Commodore

ATTEST:
Secretary

APPROVED BY THE CITY OF FORT PIERCE, FLORIDA

By: Mayor Commissioner