

OPTION TO LEASE

This Agreement is made this 2nd day of June, 2020, between **Martin County**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, FL 34996 (the "County") and the **Martin County Police Athletic League, Inc.**, a Florida not-for-profit corporation and having its principal office at 686-688 SE Monterey Road, Stuart, FL 34994 (the "MCPAL").

WITNESSETH:

WHEREAS, the MCPAL is a Florida not-for-profit corporation organized for the purpose of providing community-based programs that offer athletic instruction to youth residing in Martin County; and

WHEREAS, the MCPAL is committed to provide kids with a safe environment in which they can develop new friendships and become productive members of society; and

WHEREAS, the MCPAL has applied to the County for a lease of the below described property to build a new public facility for the purpose of providing youth athletics programs, youth mentoring, youth after school and summer programs, parenting programs, and in furtherance of its commitment to providing kids with a safe environment in which they can develop new friendships and become productive members of society; and

WHEREAS, the County has determined that the property to be leased to MCPAL is not currently needed for County purposes; and

WHEREAS, the County is statutorily authorized under Fla. Stat. 125.38 to enter into any lease of real property owned by the County to not for profit organizations organized for the purposes of promoting community interest and welfare; and

WHEREAS, the MCPAL is a not for profit organization organized for the purposes of

promoting community interest and welfare; and

WHEREAS, the County desires to grant the MCPAL an option to lease such property for youth athletics programs, youth mentoring, youth after school and summer programs, parenting programs and its commitment to providing kids with a safe environment in which they can develop new friendships and become productive members of society;.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein the parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION I **GRANT OF OPTION**

The County grants to the MCPAL this option to lease property more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, which property is located at 2769 SE Fairmont Street, Stuart, FL 34997 (the “Property”), in accordance with the terms and conditions set forth in this Option and in the Lease attached hereto and incorporated herein by this reference as **Exhibit “B”** (the “Lease”). This Option shall terminate at 5:00 PM, Eastern Standard Time, on October 31, 2022 (the “Termination”), unless exercised prior.

SECTION II **EXERCISE OF OPTION**

A. The MCPAL and the County recognize that the cost of improvements necessary for use of the Property as a public facility for the purpose of providing youth athletics programs and youth mentoring, youth after school and summer programs, parenting programs and its commitment to providing kids with a safe environment in which they can develop new friendships and become productive members of society for the MCPAL are not currently ascertainable,

therefore, the MCPAL may exercise this Option upon the timely satisfaction of the following conditions:

1. On or before April 30, 2022, the MCPAL shall submit the following information (the “Submissions”) to the County for its review and approval, which approval shall not be unreasonably withheld or delayed, at the MCPAL’s sole cost and expense:

(a) Architectural and engineering design plans for the Property to be used for youth sports activities and events, youth mentoring, youth after school and summer programs, and parenting programs;

(b) A development schedule setting forth in detail the development milestones and dates of completion thereof. Provided, however, that such development schedule shall require that all construction be completed, and the Property be utilized as proposed, no later than two years from the date of execution of the Lease;

(c) Detailed cost estimates, certified by a Florida licensed engineer and general contractor retained by the MCPAL, for the construction of the Property for constructing the Property in compliance with the design plans and development schedule submitted pursuant to this Section. Cost estimates should include but not be limited to, costs for final design, permits, surveys, capital facility charges and other government fees associated with development of the Property;

(d) A Phase I Environmental Site Assessment (ESA) performed on the Property by an environmental professional acceptable to the County and retained by the MCPAL. If the MCPAL exercises its Option and enters into the Lease with the County, the MCPAL shall follow all recommendations outlined in the ESA at the MCPAL’s sole cost and expense;

(f) A detailed Plan of Operation for the Property, to include public use, proposed fees, hours of operation, security, safety, emergency management, and compliance with any laws related to the proposed activities.

2. The above-described Submissions shall be subject to review and approval by the County Administrator or designee. This review and approval is in addition to any required regulatory review and approval by the County. The County in reviewing the Submissions shall have the right to approve, to reject, to request additional information, and to suggest amendments to the Submissions. The County agrees to review and respond to all Submissions in a timely manner not to exceed forty-five (45) days from the date of delivery and agrees its approval of the MCPAL's Submissions will not be unreasonably withheld. The MCPAL agrees to respond to all of the County's requests for additional information and suggested amendments to the Submissions in a timely manner not to exceed forty-five (45) days from the date of delivery. The MCPAL agrees to have all final Submissions delivered to the County no later than September 9, 2022.

3. The County will deliver its approval or rejection of the MCPAL's Submissions in writing to Martincountypal@gmail.com via [email address] within forty-five (45) days of the MCPAL's delivery of its final Submission, or no later than five (5) business days prior to the Termination of this Option, whichever is sooner. In the event the County fails to deliver its approval or rejection to the MCPAL on or before such dates, the Termination date shall automatically be extended for an equal number of days until such determination by the County is provided to the MCPAL. Approval or rejection by the County may be subject to consideration by the Board of County Commissioners.

4. By August 31, 2022, but no later than 120 days following delivery of the Submissions to the County, the MCPAL shall submit to the County, written certification by its

treasurer, its accountant, and its lender, if applicable, that the MCPAL has assets or pledged assets of no less than the full amount of the certified development cost as described in Section II, above. Such certification shall specify the amount of cash, invested funds, signed pledge commitments and approved grants from state, federal or private sources as well as any loans or other financing agreements. The number of years within which any signed pledge or grant is payable shall also be specified. The County shall review such certification and documentation within sixty (60) days from the date of the MCPAL's submission of this final financial certification. The County shall have the right to request additional information concerning the certification, so long as the request is not unreasonable.

B. The Parties may alter or extend the Termination by written agreement executed by the Parties. To be effective, any such alteration or extension shall specify the date and time of termination of the Option.

C. Following timely compliance with all the requirements set forth in Section II. Paragraph A above, including approval by the County of the MCPAL's Submissions as provided in Section II, Paragraph A.4., the MCPAL may exercise this Option by giving written notice of its election to exercise the Option delivered to the County at 2401 SE Monterey Road, Stuart, Florida 34996, attention Real Property Manager, prior to Termination. The exercise of this Option must be received by the County on or before 5:00 PM, Eastern Standard Time, October 31, 2022. If this Option is not exercised in accordance with the provisions herein, such Option shall expire and terminate and be of no force or effect.

SECTION III

TIME IS OF THE ESSENCE

Time is of the essence as to every time period and date set forth in this Option.

SECTION IV **EXECUTION OF LEASE**

In the event the Option is exercised, the Lease attached hereto as **Exhibit “B”** shall be executed by authorized agent(s) of the County and the MCPAL, respectively. From the date of the exercise of the Option until the execution of the Lease, the parties shall be bound by the covenants contained in the Lease as if the Lease had been executed on the date the Option is exercised.

SECTION V **BUILDINGS AND IMPROVEMENTS ON PREMISES**

During the term of this Option, the MCPAL and its employees, contractors, service providers, and agents shall have the right to enter the Property to conduct tests and inspect and investigate all aspects of the Property to determine whether, in the sole discretion of the MCPAL, the Property is satisfactory for the MCPAL’s intended use and development. The MCPAL agrees to repair or replace any damage caused by the MCPAL in connection with the activities listed in this paragraph. The MCPAL shall give notice to the County at: Real_Property@martin.fl.us at least 24 hours prior to such entry.

The County shall not be liable during the term of this Option for any loss, injury, death or damage to persons or property sustained by the MCPAL or its employees, contractors, service providers, agents, or invitees in connection with investigating or visiting the Property, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the MCPAL or its employees, contractors, service providers, agents, or invitees.

The MCPAL shall indemnify the County against all claims, liabilities, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of its actions on the

Property or related to this Option. The MCPAL hereby waives all claims against the County for damages to the property of the MCPAL in, on or about the Property, and for injuries to persons or property in or about the Property, from any cause arising at any time from its use. The MCPAL agrees to hold the County harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the MCPAL on the Property. Further, the MCPAL agrees to defend the County against any and all such claims and suits as described above at the MCPAL's sole cost and expense with no cost and expense to be incurred by the County.

The parties agree that this instrument is a Lease Option which grants the MCPAL no rights of possession, nor maintenance obligation, prior to execution of the Lease by both parties.

SECTION VI

TERM OF LEASE

The Lease shall commence on the day the Option to Lease is exercised but not later than 5:00 p.m., October 31, 2022.

IN WITNESS WHEREOF, the parties have executed this Option to Lease effective as of the date set forth in the first paragraph of this Option.

ATTEST:

MARTIN COUNTY POLICE ATHLETIC
LEAGUE, INC., a Florida not for profit
corporation

Lauren Betsinger
LAUREN BETSINGER, SECRETARY

Juan Perez
JUAN PEREZ, PRESIDENT

Witness:

Mary Bergen
Mary Bergen

STATE OF FLORIDA

COUNTY OF Martin

The foregoing instrument was acknowledged before me this 5 day of May, 2020, by Juan Perez and Lauren Betsinger, as President and Secretary, respectively, of Martin County Police Athletic League, a Florida not-for-profit corporation. They are personally known to me or has produced DL as identification.

(NOTARY SEAL)

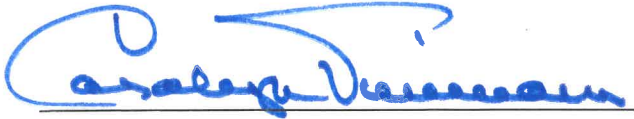
Tami C. B
Notary Public

My Commission Expires: 2022



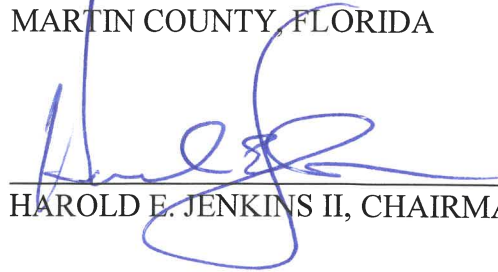
TAMI HOWARD
Commission # GG 266662
Expires October 14, 2022
Bonded Thru Budget Notary Services

ATTEST:



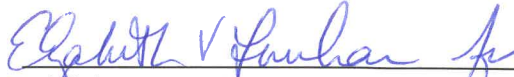
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at

www.martin.fl.us/accessibility-feedback

LEGAL DESCRIPTION

Lots 35, 36, 37, and 38, Block 100, GOLDEN GATE, according to the Plat thereof recorded in Plat Book 11, Page 41, of the public records of Palm Beach (now Martin) County, Florida. TOGETHER WITH the East ½ of vacated alley lying West of Lots 35 and 36.

Exhibit "B"
PUBLIC PURPOSE LEASE AGREEMENT
BETWEEN
MARTIN COUNTY
AND
MARTIN COUNTY POLICE ATHLETIC LEAGUE, INC.

THIS PUBLIC PURPOSE LEASE AGREEMENT ("Lease") made this ____ day of _____, 20__ ("Effective Date"), between **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Road, Stuart, Florida 34996, ("COUNTY"), and the **MARTIN COUNTY POLICE ATHLETIC LEAGUE, INC.**, a Florida not-for-profit corporation and having its principal office at 686-688 SE Monterey Road, Stuart, FL 34994, ("LESSEE"). The COUNTY and the LESSEE collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the COUNTY is authorized pursuant to Section 125.38, Florida Statutes, to lease real property owned by the COUNTY to not for profit organizations organized for the purposes of promoting community interest and welfare; and

WHEREAS, the LESSEE has applied to the COUNTY for a lease of the property located at 2769 SE Fairmont Street, Stuart, FL 34997 (more fully described on the attached **Exhibit "A"**) to build a new public facility for purposes of expanding its current program to include additional sports, parenting, and mentoring programs and its commitment to providing kids with a safe environment in which they can develop new friendships and become productive members of society; and

WHEREAS, the COUNTY has determined that such a use is compatible with the public purpose described above, and the Premises is suited for said stated public purpose; and

WHEREAS, the COUNTY has found that the Premises to be leased to the LESSEE is not currently needed for COUNTY purposes; and

WHEREAS, the COUNTY desires to lease the Premises to the LESSEE.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Description of Property.** The COUNTY hereby leases to the LESSEE, land which is located on 2769 SE Fairmont Street, Stuart, FL 34997 and described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Premises") on the terms that follow.

2. **Use of Premises.** The LESSEE shall use the Premises solely and exclusively to build a new public facility for the purpose of providing youth athletics programs, youth mentoring, youth after school and summer programs, and parenting programs. The LESSEE shall be permitted to operate related secondary activities such as special programs and fundraising events, performances, activities, and other such projects in furtherance of its commitment to providing kids with a safe environment in which they can develop new friendships and become productive members of society. Nothing herein shall prohibit the LESSEE from accepting donations.

3. **Term and Rent.** The initial term of this Lease shall be for thirty (30) years, commencing on _____ and terminating on _____ (“Term”), for an annual rent of Ten Dollars (\$10.00), which is in addition to the other valuable consideration attendant with the execution of this Lease, the value and sufficiency of which is acknowledged by the Parties. Rent is based on an “as is” rental valuation as of the beginning of the Lease Term, which is acceptable to the Parties.

4. **Options and Renewal.** No less than 180 days prior to expiration of this Lease, the LESSEE must provide the COUNTY with written notice of its intention to renew this Lease. Upon receipt of the notice from the LESSEE, the COUNTY will evaluate whether the Lease should be renewed, renewed with amendments, or not renewed subject to approval by the Martin County Board of County Commissioners in a public meeting. The LESSEE, subject to the COUNTY’s consent, may renew the Lease for two (2) ten (10) year periods at the end of the initial Term, so long as it is not in violation of any of the terms and conditions of this Lease.

5. **Improvements.** The Premises is not improved and consists of vacant land as more particularly described in **Exhibit “A”**. As a material inducement to the COUNTY to enter into this Lease, the LESSEE agrees as follows:

A. **Construction and/or Alteration of Improvements:**

All improvements and new structures placed or constructed on the Premises and any and all alterations and additions to any improvements or structures are subject to the prior written approval by the COUNTY as the owner of the Premises and shall be made and maintained at the expense of the LESSEE and without cost or expense to the COUNTY. The LESSEE shall obtain a performance bond or other surety pursuant to Section 255.05, Fla. Stat., prior to the commencement of any construction, alteration or demolition of any improvements or structures. Such surety shall ensure payment of all costs and the proper and timely completion of all the LESSEE’s obligations as outlined in **Exhibits “B”, “C”, and “D”** hereto and shall be issued by a provider approved by the COUNTY in an amount equal to one hundred and twenty-five percent (125%) of the total cost of completion of such work with the COUNTY named as an additional payee in the event the LESSEE fails to fully perform all the work outlined in **Exhibit “B”** in a timely manner and in accordance with all requirements of this Lease. All improvements must be completed no later than three (3) years from the Effective Date of this Lease. This provision includes earth moving and alteration to the land.

B. Mandatory Improvements:

The LESSEE agrees, at its sole cost and expense, to improve the Premises in accordance with the architectural and engineering designs and plans, attached hereto and incorporated herein as **Exhibit “B”**, and the development schedule, attached hereto and incorporated herein as **Exhibit “C”**. The cost of these improvements is set forth in **Exhibit “D”**, attached hereto and incorporated herein. The LESSEE shall provide signage to indicate that the Premises is owned by the COUNTY and is being operated for the benefit of the public for the purposes stated herein. Such signage shall be approved by the County and in compliance with all applicable laws.

C. Permissive Improvements:

The LESSEE shall have the right to make renovations or improvements or to construct only with the prior written consent of the County Administrator, who may, at his or her discretion, request approval by the Board of County Commissioners, as owner of the Premises. All plans and specifications for such renovations, improvements or construction shall be submitted in writing to the COUNTY with a request for approval. The COUNTY agrees that its approval of the LESSEE’s renovation and improvement plans shall not be unreasonably withheld. Approval by the COUNTY has been given for those improvements identified in **Exhibits B, C, and D**, attached hereto. This obligation is in addition to the LESSEE’s obligation to obtain approvals and permits from the COUNTY in accordance with paragraph D below.

D. Governmental Approvals, Leases and Easements:

It shall be the LESSEE’s sole responsibility to obtain the necessary governmental approvals and permits for any proposed improvements or structures, including, but not limited to, all necessary development approvals and permits from any governmental agency having jurisdiction over the proposed improvements or structures, including the COUNTY. Nothing herein shall be deemed to waive or imply waiver of any COUNTY regulation or required fee applicable to the review and development of any proposed improvements or structures, or renovation thereof. Nothing herein shall be deemed to make the COUNTY is a co-applicant with the LESSEE for any governmental approval, including any COUNTY approval. It is expressly understood and agreed by the LESSEE that the COUNTY shall not be liable to the LESSEE for any expense or damage incurred by the LESSEE resulting from the failure of the COUNTY, or any other governmental entity having jurisdiction over the proposed improvements or structures, to approve any or all necessary approvals or permits required for the construction of any improvements or structures proposed by the LESSEE.

E. Ownership:

All improvements, structures and fixtures upon the Premises shall be exclusively operated and controlled by the LESSEE during the Term of this Lease; provided, however, that at the end of the Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear arising from the LESSEE’s permitted use of the

Premises excepted, and all improvements, structures, installations, alterations and additions, whether by the COUNTY or any other person (except only sign panels and movable trade fixtures installed at the LESSEE's costs) shall become, when made, a part of the COUNTY's real estate, and on termination of this Lease, shall be surrendered with the Premises in good condition.

6. Repairs and Maintenance

A. The LESSEE agrees that all portions of the Premises shall be kept in good repair and condition at the LESSEE's expense including, but not limited to, the interior and exterior of all buildings and structures, all improvements, grounds, landscaping, parking areas, sidewalks and walkways. During the Term of this Lease, the LESSEE shall maintain and make all repairs and alterations of every kind with respect to the Premises necessary to maintain the Premises in good condition, and shall make all repairs, alterations, and replacements required by applicable law, ordinance or other government requirement. During the Term of this Lease, the LESSEE shall make all repairs, alterations, and replacements necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities (including heating, air conditioning, water, gas, electricity, and sewerage) beginning at the point from which they serve the Premises exclusively, whether located inside or outside, and make all repairs, alterations, and replacements required by applicable law, ordinance, or other government requirement. The LESSEE agrees to use its best efforts to ensure that the Premises is maintained in an attractive condition and in a good state of repair. The LESSEE shall also clean up trash and debris generated from the LESSEE's use of the Premises.

B. At all times during Term of the Lease, the LESSEE shall maintain a service contract with an air conditioning repair firm, acceptable to the COUNTY and fully licensed to repair heating, ventilating and air conditioning ("HVAC") systems in the State of Florida for the regular maintenance of the HVAC system(s) servicing the Premises, which firm shall regularly service and inspect the air conditioning unit(s) on the Premises in accordance with the manufacturer's requirements. The LESSEE shall furnish copies of all maintenance records and service reports to the COUNTY's General Services Department on an annual basis. Additionally, if any HVAC equipment is damaged in any way, the LESSEE shall promptly repair (and if necessary, replace) the equipment.

C. The interior and exterior of any and all structures and improvements placed on the Premises shall be kept clean. It shall be the LESSEE's responsibility to provide and pay for interior facility cleaning services. The LESSEE shall provide suitable trash containers and separate recycling containers. Should the LESSEE not meet this requirement, the LESSEE agrees to secure a contracted waste collection service.

D. LESSEE's sole right of recovery shall be against its insurers for losses or damage to stock, furniture and fixtures, equipment, improvements and betterment.

E. Any necessary repair work must be performed within ten (10) days of any written notice by the COUNTY requiring such repair; provided, however, that such ten (10) day period may be extended in writing by the COUNTY upon request from the LESSEE or in the event of

catastrophic occurrence and damage to the Premises. The LESSEE agrees to make or contract for emergency repairs and provide protective measures necessary to protect the Premises from damage and to prevent injury to persons or loss of life.

7. Utilities and Encumbrances

A. Utilities:

The LESSEE shall have sole responsibility for the cost of installation, connection and usage charges for all water and wastewater services; electrical service; telephone, cable, internet, and wireless communication service and equipment; and solid waste services to the Premises throughout the Term of this Lease. The LESSEE shall have sole responsibility for ensuring that all utilities are separately metered and billed and any meters and/or submeters are used for all utilities.

B. The LESSEE shall make all repairs, replacements and alterations necessary to maintain in good condition all lines, apparatus, ducts, and equipment relating to utilities at all times during this Lease.

8. Insurance, Indemnification and Damage by Casualty.

A. The LESSEE shall procure and maintain in force at its expense during the Term of this Lease, commercial general liability insurance adequate to protect the COUNTY against liability for any and all damage claims in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Two Million and No/100 Dollars (\$2,000,000.00). A certificate of insurance evidencing such insurance and listing the COUNTY as an additional insured shall be provided to the COUNTY prior to utilization of the Premises and will be provided annually thirty (30) days prior to the anniversary date of this Lease. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days prior written notice to the County, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation must be provided.

B. The LESSEE agrees to take out and maintain, during the Term of this Lease, applicable worker's compensation insurance for all its employees employed in connection with any business operated under this Lease. Such insurance shall fully comply with the Workers Compensation Law, Chapter 440, Fla. Stat. The workers compensation insurance policy required by this Lease shall also include Employers Liability. The LESSEE shall provide proof of worker's compensation insurance as required by law, if applicable and a waiver of subrogation must be provided.

C. The LESSEE will carry fire, extended coverage, vandalism and extended hazards coverage insurance in an amount of not less than one hundred percent (100%) of the replacement value of any improvements and betterments located on the Premises in accordance with normally accepted standards in the insurance industry in the event of a fire or other casualty and such policy

shall name the COUNTY as additional named insured. Such policy shall be non-cancelable with respect to the COUNTY except upon thirty (30) days prior written notice to the COUNTY, and a substitute policy meeting the requirements of this Lease shall be provided prior to the effective date of any such cancellation. A waiver of subrogation will be provided.

D. The LESSEE shall require that the LESSEE's construction general contractor ("GC") shall purchase and maintain property insurance (Builder's Risk) upon the work under GC's contract with the LESSEE at the site consistent with the requirements set forth above in this Article. Any deductible maintained on such insurance shall be the responsibility of the GC. This insurance shall include the interests of the COUNTY, the LESSEE, the GC and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including theft, vandalism and malicious mischief. Similar coverage will be obtained by the GC for portions of the work in transit. The COUNTY will be named an additional insured under the insurance required by this paragraph, and a waiver of subrogation will be provided.

E. The COUNTY shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except in the instance of the COUNTY's negligence or willful misconduct.

F. The LESSEE shall indemnify the COUNTY against all claims, liabilities, loss or damage whatsoever on account of any loss, injury, death or damage including attorneys' fees and costs and all other legal expenses of any kind at all stages of mediation, arbitration or litigation including any and all appeals, arising from the LESSEE's use of the Premises, except to the extent caused by the COUNTY's negligence or willful misconduct. The LESSEE hereby waives all claims against the COUNTY for damages to the buildings and improvements that are now on or hereinafter placed or built on the Premises and to the property of the LESSEE in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The LESSEE agrees to hold the COUNTY harmless from and against any and all claims, lawsuits, judgments, or similar causes of action, for any injuries to persons or property arising out of the activities conducted by the LESSEE on the Premises. Further, the LESSEE agrees to defend and hold the COUNTY harmless against any and all such claims and suits as described above at the LESSEE's sole cost and expense with no cost and expense to be incurred by the COUNTY. The LESSEE agrees to include the COUNTY in any and all Release and Waiver of Liability forms signed by participants and spectators, subject to review and approval of the language by the COUNTY which shall not be unreasonably withheld.

G. The LESSEE acknowledges and agrees that it has been informed of the possible presence of pathogens, asbestos or any other potentially hazardous substances that may be present in, on or about the Premises. To the extent that pathogens, asbestos or any other potentially hazardous substances may exist in, on or about the Premises, then the LESSEE shall have the obligation to properly remove and dispose of such pathogens, asbestos or any other potentially hazardous substances at the LESSEE's sole cost and expense and shall indemnify and hold the COUNTY harmless from any liability or damage incurred by the LESSEE in connection with the presence of

any pathogens, asbestos or any other potentially hazardous substances existing on the Premises. As used herein, the term “hazardous substance” means: (a) any “hazardous substance” as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, as well as any regulations promulgated thereunder; and (b) any “hazardous substance” as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, as well as any regulations promulgated thereunder. Any such removal and disposal activities shall be performed in compliance with and to the extent required for completion under the Resource Conservation and Recovery Act of 1976 and the Comprehensive Environmental Response Compensation and Liability Act of 1980, each as amended from time to time, as well as any regulations promulgated thereunder.

9. **Taxes.** The LESSEE will be required to pay all taxes lawfully levied against the Premises during the Term of this Lease, if any.

10. **LESSEE’s Responsibilities.**

A. The LESSEE agrees to follow and abide by all local, state and federal laws, ordinances and regulations.

B. The LESSEE agrees to operate the Premises for the above described permitted use a minimum of thirty-six (36) hours per week on average within one (1) year of obtaining a Certificate of Occupancy on the Leased Premises and continuing for the remainder of the Term. The LESSEE agrees to maintain an office on the Premises for conducting its operations. The LESSEE agrees that the Premises and LESSEE’s office on the Premises will be open to the public a minimum of six (6) days per week with operating hours averaging six (6) hours a day between 5:00 a.m. and 10:00 p.m., excepting nationally recognized holidays and force majeure conditions (e.g. Acts of God, natural disasters, hurricanes and other situations beyond the reasonable control of the LESSEE). The LESSEE shall annually submit to the COUNTY a schedule of operating hours with the submittal of its schedule of fees. Hours of operation shall be posted on or around the entrance and on the LESSEE’s website.

C. The LESSEE shall engage a qualified experienced facility manager for its operations who shall be physically available during reasonable operating hours. The qualifications for such manager shall be submitted to the COUNTY upon request. The LESSEE agrees a designated assistant manager shall be available when the manager is not on duty or available.

D. The LESSEE agrees to establish a schedule of reasonable fees for its uses including event fees and other use or program fees and agrees to maintain adequate records and internal controls to ensure that fees collected are used by the LESSEE for the operation of the Premises as permitted by this Lease, including but not limited to employee salaries and building maintenance.

E. The LESSEE agrees to submit its schedule of fees to the COUNTY for its review on or before September 1st of each year. The LESSEE and the COUNTY agree that, in the event that the COUNTY does not approve the LESSEE’s proposed fee schedule, the COUNTY’s determination of reasonable fees shall be the final determination. If the COUNTY does not

approve the LESSEE's fee schedule, the fee schedule from the previous year will remain in effect. If the COUNTY fails to act within thirty (30) days, upon the LESSEE's request for approval of the fee schedule, such schedule shall be deemed approved for that fiscal year.

F. The LESSEE shall provide and maintain an active website listing, at a minimum, a copy of its schedule of activities to be held on the Premises, a listing of its officers/directors and general contact information.

G. The LESSEE shall annually furnish COUNTY with a list of its officers and Board of Directors and notify COUNTY of the names of any new officers and Board of Directors within a reasonable time of their election. The LESSEE shall annually furnish COUNTY with the names and addresses of the LESSEE'S officers and employees who have the authority to pay the LESSEE's bills.

H. The LESSEE acknowledges and agrees that it is prohibited from possessing, dispensing, selling, using or giving away any cigarettes or tobacco products of any nature whatsoever from, in, around or in connection with the Premises. Alcoholic beverages may be dispensed, given away, and consumed, but not sold, on the Premises during events in compliance with local, state, and federal laws, rules and regulations.

I. The LESSEE understands and agrees that operation on the Premises of any form of concession for the sale of goods and services to anyone is strictly prohibited and any violation of this restriction shall result in immediate termination of this Lease and any rights the LESSEE may have hereunder. Notwithstanding the foregoing, the LESSEE may sell LESSEE branded merchandise on the Premises.

J. The LESSEE agrees all persons engaged in any service or other activity on the Premises shall be at all times, and in all places subject to the LESSEE'S sole direction, supervision and control and shall not be considered employees, agents or servants of the COUNTY.

K. The LESSEE shall annually ensure that all of its volunteers and employees have passed an employment Level 2 background screening at the expense of the LESSEE and shall submit to the COUNTY a signed attestation of compliance with the provisions of Chapter 435, Fla. Stat. Volunteers who assist on an intermittent basis for less than ten (10) hours a month and are always within the line of sight of a background screened individual may be exempted from the Level 2 background screening requirement and will be included in the attestation as exempt. The LESSEE shall take reasonable steps to ensure that none of its volunteers and employees are a convicted sexual predator or sexual offender. Information received from these background screenings will be made available to the COUNTY upon request to determine if the LESSEE is in compliance with this requirement.

L. The LESSEE shall not permit any person involved in the operation or organization of any activity on the Premises, including but not limited to trainers, volunteers, and employees, to directly supervise, control, or assist children in a position of trust or responsibility on the

Premises if that person is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website. The LESSEE is responsible for conducting this search or obtaining an attestation as to this search prior to holding or allowing any activity on the Premises.

M. The LESSEE agrees that it will not allow any individual, to engage in sanctioned activities on the Premises without first obtaining a sanctioning certificate from a nationally recognized entity whose primary business is to obtain insurance for participants, as well as spectators, from any liability that may result from the LESSEE's activities on the Premises. Such sanctioning certificate shall be maintained in good standing by the LESSEE and be displayed on the Premises for the term of this Lease. The LESSEE agrees that prior to providing child care or summer camp, it will obtain appropriate licensing from the Department of Children and Families, and will maintain such license in good standing so long as such services are provided during the term of this Lease.

N. The LESSEE for itself, and its permitted successors in interest, as a part of the consideration for this Lease, does hereby covenant and agree that:

1. No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities or services offered in or at the Premises on the basis of age, sex, physical handicap or other disability, race, color, national origin, religion or ancestry; and
2. The LESSEE shall not discriminate against any employee or applicant for employment in connection with the Premises and the leasehold estate granted hereunder with respect to hiring, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment on the basis of age, sex, physical handicap or other disability, race, color, religion, national origin or ancestry.
3. The LESSEE agrees that its facilities and programs shall from time to time and at all times comply with the Americans with Disabilities Act ("ADA"). Prior to occupancy, the LESSEE shall provide the COUNTY with an ADA compliance plan in conformance with ADA requirements, and shall cause the Premises to at all times comply with all ADA requirements that may be in effect from time to time.

O. The LESSEE agrees to keep books, accounts and records that reflect all revenues and expenditures received in connection with the management and operation of the Premises. The books, accounts and records shall be maintained in accordance with generally accepted accounting principles at the LESSEE's principal place of business. The LESSEE shall make the books, accounts and records required to be maintained hereunder available to the COUNTY for examination or audit during normal business hours, upon five (5) business days' written notice. In addition, the LESSEE shall provide the COUNTY with a copy of its annual audit and other financial statements relating to the LESSEE's occupancy and use of the Premises.

P. At the end of the Term of this Lease, the LESSEE shall deliver the Premises to the COUNTY in good repair and condition, reasonable wear and tear accepted, arising from the LESSEE's permitted use of the Premises as specified herein.

Q. Upon the termination of the Lease, monies and any improvements on the Premises, subject to Section 5.E above, whether paid for by the LESSEE or the COUNTY shall revert to the COUNTY.

11. Inspection by COUNTY.

The COUNTY and its agents may, with reasonable notice and at reasonable times (i.e. during normal business hours), make periodic inspections of the Premises to determine whether the LESSEE is operating in compliance with the terms and conditions of this Lease. The frequency of the inspections shall be as deemed necessary by the COUNTY in its sole discretion. Upon notification by the COUNTY and within the timeframe specified within such notification, the LESSEE shall make all changes necessary to ensure compliance with the terms and conditions of this Lease and/or any applicable law(s) or regulation(s).

12. Prohibition on Assignment, Encumbrance, and Use.

A. The LESSEE shall not mortgage, pledge, or encumber this Lease, in whole or in part, or the leasehold estate granted under this Lease, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease, or the leasehold estate granted under this Lease, shall be void and may, at the sole option of the COUNTY, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest, assignees and sublessees of the LESSEE.

B. The LESSEE shall not assign this Lease or sublet the Premises to any other party without the prior express written approval of the COUNTY. Any attempt to assign this Lease or sublet the Premises without the prior express written approval of the COUNTY will constitute an automatic termination of this Lease. This covenant shall be binding on the successors in interest, assignees and sublessees of the LESSEE. The LESSEE may allow use of the Premises by third parties providing programming consistent with the use of the Premises by the LESSEE under this Lease. The LESSEE shall be permitted to recover any and all operating costs from group/agencies/individuals wishing to use space for the purpose of conducting a program or event. All such programs and events shall be community based and consistent with the use of the Premises by LESSEE under this Lease. The LESSEE may grant a license for use of a portion of the Premises to constitutional officers of Martin County.

C. The LESSEE shall not pledge the COUNTY's credit or make the COUNTY a guarantor or surety for any contract debt, obligation, judgment, lien or any form of indebtedness. The LESSEE warrants and represents that it has no obligation or indebtedness which would impair its ability to fulfill the terms of this Lease.

13. Scholarship Programs.

A. The LESSEE agrees to coordinate with the COUNTY to administer and implement a scholarship program to provide greater public access to the LESSEE's programs. The LESSEE agrees to offer no less than forty (40) spaces or one third (1/3) of the total spaces, whichever is smaller, as no fee scholarships per year, to its programs.

B. The Premises, once operational, will be made available to the COUNTY for special programs and events at least six (6) times annually; however, the LESSEE will not be required to close to the public to accommodate such programs and events, and the dates for the programs and events will be determined through good faith negotiations between the COUNTY and the LESSEE. Subject to the limitations of Section 768.28, Florida Statutes, the COUNTY shall be responsible for personal injury or property damage arising out of and attributable to the negligent acts and omissions of its elected officials, employees, and agents in performing COUNTY programs and events on the Premises. Nothing herein shall be construed as a waiver of the COUNTY's sovereign immunity afforded by the Florida Constitution or 768.28, Florida Statutes, nor as the COUNTY's consent to be sued by third parties.

C. The LESSEE agrees to provide programming to participants of COUNTY operated programs at least six (6) times per year up to two (2) hours each time. The COUNTY agrees its program participants will be age appropriate for the programming offered by the LESSEE.

14. Lamar Howard Park.

A. The LESSEE acknowledges and agrees that use of Lamar Howard Park is restricted to COUNTY programming during certain days and times pursuant to restrictions set by the Department of Children and Families. The LESSEE agrees it, its licensees, invitees, employees, and agents will not enter Lamar Howard Park during these restricted times.

B. The LESSEE shall coordinate with the COUNTY's Parks and Recreation Department regarding use of Lamar Howard Park at least thirty (30) days prior to the LESSEE's use. All scheduling is subject to COUNTY programming priorities.

C. The LESSEE may schedule its use of Lamar Howard Park after 6pm not more than three (3) weekdays per week and one weekend day.

D. The LESSEE may schedule weekday hours prior to 6pm not more than three (3) days per week during the summer.

15. Termination.

A. The COUNTY shall have the right to terminate this Lease upon the occurrence of any of the following, hereinafter referred to as "Event of Default," thirty (30) days after delivery of written notice of default, during which period the LESSEE may cure the Event of Default to the reasonable satisfaction of the COUNTY:

- 1) Institution of proceedings in voluntary bankruptcy by the LESSEE.
- 2) Institution of proceedings in involuntary bankruptcy against the LESSEE if such proceedings are not dismissed within 90 days.
- 3) Assignment of this Lease for the benefit of creditors.
- 4) Failure to operate the Premises in a professional and businesslike manner, continuously, actively and in a good faith manner consistent with the purposes and requirements of this Lease.
- 5) Dissolution, whether voluntary or involuntary, of the LESSEE'S not for profit corporation.
- 6) Default, non-performance or other non-compliance with any covenant, requirement or other provision of any nature whatsoever under this Lease.
- 7) Violation of any federal, state or local law, rule or regulation.
- 8) Failure to substantially comply with the plans as shown in Exhibit B or the development schedule set in Exhibit C, as they may be modified by written agreement of the Parties.

B. Upon the occurrence of an Event of Default, the COUNTY shall send a written notice to the LESSEE in the manner set forth in Article 19 of this Lease, setting forth the Event of Default in specific detail and identifying the end of the cure period and date this Lease shall terminate in the event the LESSEE does not cure the default to the reasonable satisfaction of the COUNTY.

C. The cure period shall be thirty (30) days after receipt of a written default notice from the COUNTY. The cure period may be extended by the Parties in writing if the Event of Default is of such nature that it cannot be completely cured within thirty (30) days. If the LESSEE does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then the COUNTY may terminate this Lease on not less than ten (10) days' written notice to the LESSEE.

D. In the event the LESSEE fails to cure the Event of Default within the cure period, this Lease shall be deemed to be terminated upon written notice to LESSEE of COUNTY's election to terminate as provided for in subsection 15.C. above. In no event, however, shall such termination relieve the LESSEE of its obligation to pay any and all remaining rent due and owing to the COUNTY for the period up to and including the date of termination.

E. The LESSEE shall have the right, upon providing thirty (30) days prior written notice to the COUNTY in the manner set forth in this Lease, to terminate this Lease at any time for any reason. Such termination by LESSEE shall release LESSEE from future liability following payment by LESSEE of any and all amounts due under this Lease through the date of termination

and inspection and approval by the COUNTY of the safety and security of the improvements made by LESSEE.

F. Except as otherwise provided in this Lease, neither party shall be deemed in default or in breach of this Lease to the extent it is unable to perform due to an event of *force majeure*. For the purpose of this Lease, *force majeure* shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.

16. Integration. The drafting, execution, and delivery of this Lease by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Lease contains the entire agreement between the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties other than those recited herein. This Lease cannot be changed or modified except by written instrument executed by all Parties hereto. This Lease and the terms and conditions herein apply to and are binding upon the heirs, legal representatives, successors and assigns of both Parties.

17. Severability. If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Governing Law, Venue, Fees and Waiver of Jury Trial.

A. This Lease shall be construed in accordance with the laws of the State of Florida. Venue of any action arising out of this Lease shall be in Martin County, Florida.

B. The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either Party in law or equity. In connection with any litigation (including all appeals therefrom) arising out of this Lease, the Parties expressly agree that each Party will bear its own attorney's fees and court costs incurred in connection with this Lease. Further, the Parties expressly and specifically waive the right to a jury trial in any way connected with this Lease.

19. Notices. Any notice shall be deemed duly served if personally served, or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service or electronic transmission as follows:

COUNTY: Martin County Real Property
2401 SE Monterey Road
Stuart, Florida 34996
Telephone: (772) 221-2354
Email: real_property@martin.fl.us

COUNTY ATTORNEY: County Attorney
Martin County Administrative Offices
2401 SE Monterey Road
Stuart, Florida 34996

LESSEE: Martin County Police Athletic League, Inc.
686-688 SE Monterey Road
Stuart, FL 34994
Telephone: (772) 919-2441
Email: Martincountypal@gmail.com

Any party may change the information above by giving written notice of such change as provided herein.

20. LESSEE's Duties Regarding Public Records. The LESSEE must provide public access to all records concerning this Lease according to applicable Florida laws including Chapter 119, Fla. Stat. If the LESSEE asserts any exemptions to Florida's public record laws, the LESSEE has the burden of establishing and defending the exemption.

21. 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 the County Health Department.

22. No Waiver. There shall be no waiver of the right of either Party to demand strict performance of any of the provisions, terms, and covenants of this Lease nor shall there be any waiver of any breach, default, or non-performance by either Party, unless such waiver is explicitly made in writing by the other Party. Any previous waiver or course of dealing shall not affect the right of either Party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

23. Interpretation of Lease. This Lease is the result of negotiation between the Parties and has been typed/printed by one party for the convenience of both Parties, and the Parties covenant that this Lease shall not be construed in favor of or against either of the Parties.

24. Mediation. In the event of a dispute between the Parties in connection with this

Lease, the Parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The Parties shall agree on a mediator chosen from a list of Florida Supreme Court certified mediators available from the Clerk of Court for Martin County. The fee of the mediator shall be shared equally by the Parties. To the extent allowed by law, the mediation process shall be confidential.

IN WITNESS WHEREOF, the Parties have executed this Lease effective the date set forth above.

LESSEE:

MARTIN COUNTY POLICE ATHLETIC ASSOCIATION INC., a Florida not-for-profit Corporation,

Witness:

JUAN PEREZ, PRESIDENT

Witness:

Date: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of Martin County Police Athletic League, Inc., a Florida not-for-profit corporation, on behalf of the association, who is personally known to me or has produced a valid Driver's License.

(NOTARY SEAL)

Notary Public, State of _____

COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Exhibit A

LEGAL DESCRIPTION

Lots 35, 36, 37, and 38, Block 100, GOLDEN GATE, according to the Plat thereof recorded in Plat Book 11, Page 41, of the public records of Palm Beach (now Martin) County, Florida. TOGETHER WITH the East ½ of vacated alley lying West of Lots 35 and 36.

Exhibit B

ARCHITECTURAL AND ENGINEERING DESIGNS AND PLANS

Exhibit C

DEVELOPMENT SCHEDULE

Exhibit D

COST OF IMPROVEMENTS