

LEASE AGREEMENT
YMCA BUILDING #2(TEEN CENTER & BASKETBALL COURTS)

THIS AGREEMENT ("Agreement") is made to be effective as of the 22nd day of June, 2022 (the "Effective Date"), by and between HARDEE YOUTH CENTER, INC., a Florida not-for-profit corporation ("Tenant"), and the CITY OF WAUCHULA, FLORIDA, a municipal corporation created under the laws of the State of Florida (hereafter the "CITY").

RECITALS

1. The CITY owns certain property at 132 S. 10th Avenue, City of Wauchula, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Premises").
2. Buildings and other improvements have been previously constructed on the Premises have been operated by others as a Young Men's Christian Association ("YMCA") Facility, including the YMCA Building No. 2 for building for teen center, youth sports, fitness, care and enrichment programs for the youth of Hardee County, Florida, the associated administrative and management functions, and for no other purpose whatsoever.
3. The buildings and improvements depicted on Exhibit "A" hereof shall hereafter be referred to as the "Youth Sports Fitness Facility," and the uses to which the Youth Sports Fitness Facility.
4. The parties previously entered into a Lease Agreement for the facilities depicted in Exhibit A, effective July 17, 2017, which agreement has expired.
5. The parties now wish to enter into this Lease Agreement to address the continued operation and maintenance of the youth Sports Fitness Facilities in accordance with the terms hereof.

ACCORDINGLY, In consideration of the mutual covenants and agreement hereinafter set forth, and the rent reserved by CITY to be paid by Tenant, CITY hereby leases and demises unto Tenant, and Tenant hereby does Agreement from CITY that certain real property situated in Hardee County, Florida, hereinafter described, for the terms, and at the rentals, and upon the terms and conditions, hereinafter set forth:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. Premises; Joint Use of Parking Lot. CITY is the owner of certain property, the legal description of which is attached as Exhibit "A" hereto. The Premises

are being rented to Tenant in an "as is" condition. The CITY shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Tenant shall maintain the premises exterior and interior in good repair. Finally, CITY and Tenant agree that Tenant shall share use of the parking lot described in Exhibit "B" attached to and incorporated in this Agreement (hereafter the "Shared Lot"). If the CITY determines that the Shared Lot has to be resurfaced or otherwise maintained, The CITY shall send a bill to Tenant for Tenant's share of maintenance expenses for the Shared Lot (not to exceed fifty (50%) percent of the total maintenance expenses), and Tenant shall pay same to CITY within thirty (30) days of the date on the bill.

Section 3. Term. The term of this Agreement, and the accrual of rents hereunder, shall commence on the following date: June, 22 2022 (hereinafter referred to as the "Commencement Date") and the term shall extend for a period of three (3) years thereafter, ending at 11:59 p.m. on the following date: June, 21, 2025 ("Expiration Date"). The City shall have the option of extending the Agreement for two (2) one (1) year terms and the City Manager will approve and execute each extension or terminate the agreement at the end of any given term. Provided, however, that Tenant may terminate this Agreement upon by providing written notice to the CITY of Tenant's intent to terminate which shall have the effect of terminating this Agreement effective the sixtieth (60th) day following the day Tenant delivers its notice of termination to CITY.

Section 4. Rent; Utilities. Tenant agrees to pay CITY, without demand, setoff or deduction, a fixed minimum rent (hereinafter referred to as "Base Rent") of \$1.00 for the entire term. The parties agree and acknowledge that the CITY provides water, sewer, solid waste collection, and electric utilities to the Premises. For any consumption of water, sewer, solid waste collection, or electric service on the Premises, Tenant agrees to pay the then prevailing rates, fees, and charges in accordance with CITY rate resolutions, ordinances, and tariffs.

Section 5. Use; Conditions. Tenant, its successors and assigns, agrees to use the Premises continuously and exclusively for the following purposes, including but not limited to the coordination and sponsorship of teen and youth activities, a teen center, youth sports and physical fitness, care and enrichment programs within a recognized curriculum for the teen, youth and citizens of Hardee County, Florida, the associated administrative and management functions, and for no other use or purpose whatsoever. Tenant, at Tenant's expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon CITY or Tenant with respect to the use, occupation or alteration of the Premises.

Section 6. Maintenance. The CITY shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Tenant shall maintain the Premises exterior and interior in good repair.

Section 7. Surrender of Premises. Tenant shall, upon expiration of the term hereof, or any earlier termination of this Agreement for any cause, surrender to CITY the Premises, including without limitation, all building apparatus, and all alterations, improvements and other additions thereto that have been made or installed by either party in or upon the Premises. If Tenant is not then in default, Tenant may remove its business equipment, signs and other non-attached personal property, and trade fixtures, provided that if any of the aforementioned personal property is removed that Tenant shall restore and repair any damage to the floors, walls or exterior of the buildings occasioned by said removal. If any part of the Premises has been rendered untenable by a casualty for which the Tenant is solely insured, then tenant shall, prior to surrender of Premises, remove debris and restore the Premises to a grade suitable for reconstruction of buildings similar to those previously existing upon the Premises.

Section 8. Quiet Enjoyment. CITY covenants that so long as Tenant pays the rent reserved in this Agreement and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the Premises for the term hereof subject only to the provisions of this Agreement.

Section 9. Assignment. Tenant acknowledges that Tenant's agreement to operate in the Premises for the use permitted in hereunder was a primary inducement and precondition to CITY's agreement to lease the Premises to Tenant. Accordingly, Tenant shall not assign the Agreement nor any right hereunder, nor let or sublet all or any part of the Premises, nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express prior written consent of CITY, which consent shall not be unreasonably withheld, and any attempted assignment contrary to this section shall terminate this Agreement.

Section 10. Alteration to the Premises. Tenant shall be entitled to construct at its expense additional improvements upon the Premises. All alterations or additions made by Tenant shall comply with all laws, codes, rules and regulations of governmental authorities. All structural improvements shall be subject to prior written approval from CITY, which approval shall not be unreasonably withheld.

Section 11. Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless CITY from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, material man's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises.

Section 12. Casualty. Tenant shall have the right but not the obligation to obtain and keep in force and effect insurance for losses resulting from damage to the Premises. In the event the Premises or a portion thereof are rendered untenable by fire or other casualty, then Tenant shall be entitled to all of the insurance proceeds from policies which Tenant has obtained and maintained. CITY shall have the right but not

the obligation to obtain and keep in force and effect insurance for losses resulting from damage to the Premises.

Section 13. Insurance. Tenant agrees to carry, or cause to be carried, at its expense, during the term hereof workmen's compensation insurance and public liability insurance on the Premises and any adjacent parking or common areas, providing coverage of not less than \$1,000,000.00 for personal injury or death arising out of any one occurrence with an aggregate limit of \$3,000,000.00, and for property damage insurance in an amount of not less than \$100,000.00 for damage to property arising out of any one occurrence. Tenant agrees to carry, or cause to be carried, at its expense, during the term hereof insurance for fire and extended coverage, insuring the improvements constituting the Premises for the full insurable value thereof. CITY may require reasonable increases in the levels of insurance under this paragraph. All policies under this section will name the CITY as an additional insured.

Section 14. Indemnification. CITY shall not be liable for injury or damage caused to any person or property by reason of the failure of Tenant to perform any of its covenants or agreements hereunder. Tenant agrees to indemnify and hold harmless CITY from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with, or in any way related to the occupancy or use of the Premises by Tenant, whether or not occurring or resulting in damage or injury within the Premises. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

Section 15. Default. In the event Tenant shall (a) fail to make any rental or other payment due hereunder (all of such payment obligations being referred to as "monetary obligation") within ten (10) days after same shall become due, or (b) be adjudged bankrupt, or (c) make an assignment for the benefit of its creditors, or (d) have its leasehold estate taken upon execution against Tenant, or (e) abandon the Premises during the term hereof, or (f) breach or fail to perform any of the agreements herein (other than a monetary obligation), and shall fail to cure such breach within ten (10) days after written notice from CITY, such event shall constitute an event of default and may, at CITY's option, constitute a premature termination. Upon the occurrence of any one or more events of default specified herein, CITY may pursue such remedies as are available under applicable law. In the event either party files legal action to enforce its rights hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, in connection therewith (and including appellate actions).

Section 16. Waiver or Estoppels. The failure of CITY to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Agreement, or exercise any option of CITY herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of CITY hereunder and shall not be

deemed a waiver of any subsequent breach or default by Tenant of the covenants or conditions herein. Receipt of rent by CITY, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by CITY of any provision hereof shall be deemed to have been made unless expressed in writing and signed by CITY.

Section 17. Condemnation. In the event a part of the demised Premises be taken by reason of the exercise of the right of eminent domain by any public or quasi-public authority, or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereinafter referred to as a "taking"), and which taking results in the taking of all of the Premises or such a substantial and material portion of the Premises as will in Tenant's reasonable judgment preclude Tenant from operating Tenant's business from the Premises, then this Agreement and the terms hereof shall cease and expire and both parties hereto shall hereinafter be released from any obligation hereunder. Tenant shall be entitled to all damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable but only to the full extent of the value of Tenant's contributions or expenditures for any improvements to the Premises, as well as relocations costs and interruption damages as they might be available to the Tenant.

Section 18. Notices. All notices and payments to be made to CITY under the terms of this Agreement shall be delivered to CITY at 126 S. 7th. Avenue, Wauchula, Florida 33873. All notices to be sent to Tenant under the terms of this Agreement, and legal notices which might be delivered to Tenant in conjunction with actions concerned with enforcement of terms of this Agreement or recoveries there under, shall be delivered to Tenant at _____, or to such other address as either party may subsequently request in writing.

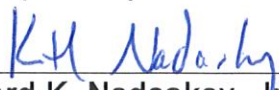
Section 19. Renewal. The parties agree to enter into good faith negotiation to renew this Agreement under the same rent, terms and conditions for an additional period to be negotiated upon written notice of intent to renew by Tenant to CITY. Tenant agrees to provide this Notice at least 180 days prior to the Expiration Date.

Section 20. Right of First Refusal. The Tenant shall have right of first refusal to purchase the premises. Should CITY consider an offer to purchase the premises, CITY shall, prior to the thirtieth (30th) day preceding the closing on any such offer, disclose the offer to Tenant. Upon receipt of said offer by CITY, Tenant shall have an option to purchase the premises pursuant to the material terms of the offer. The time of closing shall not be considered a material term of any offer and Tenant shall have the right to close on or before the sixtieth (60th) day following receipt of the notice from CITY of the offer to purchase. Prior to the fifteenth (15th) day following receipt of said notice from CITY of an offer to purchase, Tenant shall provide notice of its intent to exercise its option to purchase. If Tenant fails to provide timely notice of its intent to exercise its option to purchase, Tenant's right of first refusal shall be deemed waived.

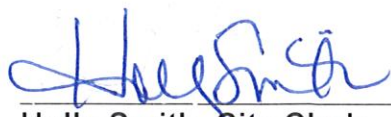
Section 21. Miscellaneous. This Agreement and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendment, modification or revision of this Agreement shall be effective unless in writing and executed by both parties hereto. Except as otherwise expressly stated, any reference to or requirement for CITY's consent shall use a reasonableness standard. If any term or provision of this Agreement or the application thereof to any present or circumstantial, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be in full force and effect, and only the provision found to be unenforceable shall be stricken from the terms hereof. Should CITY be unable to perform any of its obligations contained in this Agreement due to circumstances beyond its control, including but not limited to labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain material or services, strikes, acts of nature, or any other cause, CITY shall not be considered in default under the terms of this Agreement and Tenant shall not be excused from the obligation to pay all rents and charges required under this Agreement as the same become due. This Agreement shall be construed according to Florida law. Any action brought hereunder shall be filed and heard in Hardee County, Florida. The terms and conditions of this Agreement are binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

**CITY OF WAUCHULA, a Florida
municipal corporation**

By: 
Richard K. Nadaskay, Jr. Mayor
Date: 6-1-2022

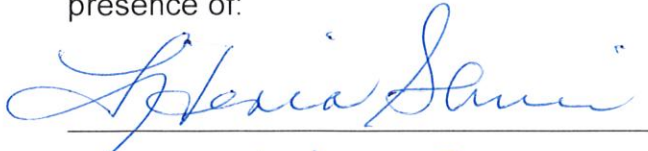
ATTEST:


Holly Smith, City Clerk

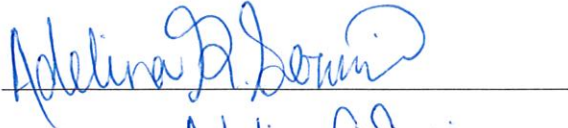
APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA,
ONLY


Thomas A. Cloud, City Attorney

Signed, sealed and delivered in the presence of:




Print Name: Lidenia Servin



Print Name: Adelina G. Servin

**HARDEE YOUTH CENTER, INC., a
Florida corporation**

By: 
Print Name: Thomas Trevino

Title: Director

Date: 6.22.2022

[CORPORATE SEAL]

[Remainder of page left intentionally blank]

DESCRIPTION SKETCH

SURVEYOR'S NOTES:

- 1) This is not a boundary survey.
- 2) Bearings are based on the North right-of-way line of the 60 foot plotted right-of-way lying South of Blocks 29 and 30, also known as Orange Street, as depicted in Carlton and McEwen Addition to Wauchula, Plat Book 01, Pages 02 through 11, Public Records of Hardee County, Florida, being assumed South 77°48'14" West.


DESCRIPTION

A parcel of land being a portion of Blocks 29 and 30, and a portion of a 60 foot plotted right-of-way between blocks 29 and 30, a 16 foot plotted alley way within Block 29, a portion of a 30 foot plotted right-of-way lying North of Blocks 29 and 30, also known as Court Street, all being depicted in Carlton and McEwen Addition to the City of Wauchula, Plat Book 01, Pages 02 through 11, public records of Hardee County, Florida, and a portion of a right-of-way known as South Florida Avenue, being more particularly described as follows:

BEGIN at the Southeast Corner of Block 29, as depicted in Carlton and McEwen Addition to the City of Wauchula, Plat Book 01, Pages 02 through 11, public records of Hardee County, Florida, thence South 77°48'14" West, along the North right-of-way line of the plotted 60 foot right-of-way, also known as Orange Street, 147.00 feet to the East right-of-way line of a 16 foot plotted alley way in said Block 29, thence continue South 77°48'14" West, along said North right-of-way line, 16.00 feet to the West right-of-way line of said alley way, thence continue South 77°48'14" West, along said North right-of-way line, 59.63 feet; North 02°10'15" West, 175.19 feet, thence South 75°58'10" West, 51.73 feet, thence North 89°46'35" West, 53.55 feet, thence South 00°34'38" West, 51.03 feet to the intersection with the East right-of-way line of said 60 foot plotted right-of-way, thence continue South 00°34'38" West, 45.98 feet, thence North 89°21'26" West, 51.11 feet to the intersection with the West right-of-way line of said 60 foot plotted right-of-way, thence continue North 89°21'26" West, 92.66 feet to the intersection with the East right-of-way line of road known as South Florida Avenue, thence continue North 89°21'26" West, 4.15 feet, thence North 00°02'22" East, 107.56 feet, thence North 88°56'10" East, 4.06 feet to the intersection with said East right-of-way line of South Florida Avenue, thence continue North 88°56'10" East, 41.25 feet to the intersection with said South right-of-way line of said 30 foot plotted right-of-way known as Court Street, thence continue North 88°56'10" East, departing said right-of-way line, 27.20 feet to the intersection with said West right-of-way line of a 60 foot plotted right-of-way, thence continue North 88°56'10" East, 51.16 feet to the intersection with the East line of said 60 foot plotted right-of-way, thence continue North 88°56'10" East, 14.05 feet, thence North 88°45'50" East, 52.52 feet, thence North 76°36'40" East, 53.71 feet, thence North 02°10'15" West, 29.09 feet to said South right-of-way of Court Street, thence North 77°48'14" East, 22.88 feet to the West right-of-way line of said alley way, thence continue North 77°48'14" East, along said South right-of-way line, 16.00 feet to the East right-of-way line of said alley way, thence continue North 77°48'14" East, 147.00 feet to the West right-of-way line of a 60 foot plotted right-of-way lying East of said Block 29, also known as 10th Avenue South, thence South 12°11'46" East, along said West right-of-way line, 205.00 feet to the POINT OF BEGINNING. Said Parcel containing 1.35 acres more or less.

CERTIFICATION

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 50-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.


FRED A. AMMERMAN, R.L.S.
 FLORIDA REGISTRATION #42200
AMMERMAN & ASSOCIATES, LLC
 1000 W. US HWY 90, SUITE 100, WAUCHULA, FL 33993
 THE SURVEY MAP AND REPORT ON THE COPIES HEREON ARE NOT VALID
 WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

SHEET 1 OF 2

PREPARED BY: CHRISTIAN SMITH, P.E. - 300 EAST ORANGE AVENUE WAUCHULA, FL 33993		9980.07 - DESC 3	
DRAWN BY: H. DAVIDSON	FIELD BOOK	PAGE --	DATE 06/19/2019
		SHEET NO	V-01

DESCRIPTION SKETCH

SCALE 1" = 60'

WEST RIGHT-OF-WAY LINE
10TH AVENUE SOUTH
(PB 01, PG 2-11)

SOUTH RIGHT-OF-WAY LINE
COURT STREET
(PB 01, PG 2-11)

POINT OF BEGINNING
SOUTHEAST CORNER OF BLOCK 29
(PB 01, PG 2-11)

BLOCK 29

SUBJECT PARCEL
CONTAINS 1.35 ACRES
MORE OR LESS

10' PLATTED RIGHT-OF-WAY

BLOCK 30

NORTH RIGHT-OF-WAY LINE
ORANGE STREET

10' PLATTED RIGHT-OF-WAY

WEST LINE OF
10' PLATTED RIGHT-OF-WAY

EAST LINE OF
10' PLATTED RIGHT-OF-WAY

10' PLATTED RIGHT-OF-WAY

LEGEND
PB - PLAT BOOK
PG - PAGE
(F) - FIELD

SHEET 2 OF 2

DESCRIPTION SKETCH

SURVEYOR'S NOTES

- 1) This is not a boundary survey.
- 2) Bearings are based on the North right-of-way line of the 60 foot plotted right-of-way lying South of Blocks 29 and 30, also known as George Street, as depicted in Carlton and McEwen Addition to Wausonville, Plot Book 01, Pages 02 through 11, Public Records of Hardee County, Florida, being assumed South 77°45'14" West.

DESCRIPTION

A parcel of land being a portion of Block 29 and the right-of-way between Block 29 and Block 30 of Carlton and McEwen Addition to Wausonville, as depicted in Plot Book 01, Pages 02 through 11, Public Records of Hardee County, Florida.

Commence at the Southeast corner of said Block 29, thence South 77°45'14" West, along the North right-of-way line of a plotted 60 foot right-of-way line lying South of said Blocks 29 and 30, also known as George Street, 222.63 feet to the POINT OF BEGINNING; thence continue South 77°45'14" West, along said North right-of-way line, 87.57 feet to the East right-of-way line of a plotted 60 foot right-of-way lying between said Blocks 29 and 30, thence continue South 77°45'14" West, along said North right-of-way line, 27.47 feet, thence North 00°34'38" East, 123.96 feet to the intersection with said East right-of-way line of said plotted 60 foot right-of-way, thence continue North 00°34'38" East, 61.63 feet, thence South 69°46'30" East, 51.55 feet, thence North 74°58'19" East, 51.13 feet, thence South 02°10'15" East, 123.79 feet to the POINT OF BEGINNING. Said parcel containing 19,594.5 Square feet, more or less.

CERTIFICATION

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5C-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Fred P. Avmlermann

FRED P. AVMLERMANN, P.E.
FLORIDA REGISTRATION #4220

AVMLERMANN@FSFINSURANCE.COM
THIS SURVEY MAP AND REPORT ON THE COPIES THEREOF ARE NOT
VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

PREPARED BY	LESLIE M. DAVIESON, INC.	205 PAINT CRAWFORD BLVD	3980 07	DESC 2
	1000 N. W. 10TH AVE	LAKE WORTH, FL 33460		
DRAWN BY	H DAVIESON	FIELD BOOK	PAGE	DATE 06/19/2019
				SHEET NO 1 OF 1

POINT OF COMMENCEMENT

WALLHEADS' CORNER BLOCK 29
CARTON AND OTHERS ADJ. TO WALLHEADS
Pg. 01 Pg. 2-13

$$\text{Set } R_2(f) = \{ \dots \}$$

100590

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

100 2428

() FILE

4. WITH PORT OF WAH LEE
FRANCE STREET

BLOCK 29

POINT OF BEGINNING

S 2°10'15" E

173.79'

SUBJECT PARCEL
CONTAINS 19,095 SQUARE FEET
OF LAND OR LESS

S 89°46'30" E N 75°58'19" E
51.73'

27.41' 87.37' S 77°48'14" W

84-2031-1

61.63'

123.96'

N 00°34'38" E

$$E_{\text{eff}} = E_0 + \frac{\alpha}{2} \left(\frac{d}{L} \right)^2$$

BLOCK 30

SHEET 2 OF 2

PREPARED BY

9980 07. DESC 2

DRAWN BY H. DAVIDSON

FIELD BOOK

PAGE

DATE 06/19/2019

SHEET NO. 1-01