

## **LEASE**

**THIS LEASE AGREEMENT** (“Lease”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as the Lessor and **ST. LUCIE COUNTY**, State of Florida, a political subdivision, hereinafter referred to as Lessee.

## **WITNESSETH:**

**FOR AND IN CONSIDERATION** of the mutual promises, covenants and conditions herein contained to be kept and performed by each of the parties hereto, the parties hereto agree as follows, to-wit:

- 1) The Lessor hereby leases to the Lessee for the purpose of providing office space for the St. Lucie County Tax Collector and the St. Lucie County Veteran Services Department that certain building known as the Dorothy J. Conrad Annex on property legally described as follows (the “Property”):

Tract K, Port St. Lucie Section Sixty-One, according to the plat thereof, as recorded in Plat Book 24, Page 6, of the Public Records of St. Lucie County, Florida.

- 2) This lease shall be for a period of eighteen (18) months, commencing on \_\_\_\_\_, 2025 and ending at midnight on the \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Term”).

- a. At the expiration of the Term, Lessee shall peaceably and quietly yield up to Lessor possession of the Property, together with all improvements thereon, in good order and condition, reasonable wear and tear excepted. Any personal property of Lessee which remains on the Property after the expiration of this Lease shall, at the option of Landlord, be disposed of without accountability, in such a manner as Lessor may see fit.

- 3) The Lessee covenants and agrees to pay, in legal tender and lawful money of the United States at the time of payment, without demand, the total rent of \$1.00, in advance, on \_\_\_\_\_, 2025. The Lessee further covenants and agrees to pay promptly before they become delinquent all taxes and assessments that may be imposed on the Property during the Term.

- 4) The Lessor shall not be required or obligated to furnish any maintenance services or facilities or make any changes, alterations, additions, improvements, or repairs in, on or about the Property, or any part thereof, during the Term of this Lease. At all times during the Term, Lessee, at its sole cost and expense, shall keep the Property in good order and condition except for reasonable wear and tear and shall keep same in a clean,

sanitary and safe condition and remove all rubbish and trash from same. The Lessee hereby agrees to assume the full and sole responsibility, including all costs and expenses, for all repairs and maintenance and for the cost and expense of the maintenance, management, and operation of the Property throughout the Term.

- 5) The Lessee further agrees to carry fire and extended coverage on the improvements, with the Lessee listed as the named insured on the existing structures. In the event of any structures which are presently existing on the premises being destroyed, the proceeds of any insurance shall be payable jointly to the Lessor and shall be used by Lessor to replace said structures, unless less than 6 months are left on the Lease term as of the casualty, in which event the insurance proceeds shall first be paid to Lessee for the value of Lessee's personal property lost in the casualty and amounts necessary for a replacement tenancy, and the remainder paid to Lessee for the value of the structure(s) lost.
- 6) The Lessee acknowledges and agrees that any loss by theft or damage or otherwise to Lessee's property located in, on, or about the Property shall be at the sole risk of Lessee. The Lessor is not and shall not be responsible for the loss or damage of Lessee's property located in, on, or about the Property and Lessor will not procure or maintain property insurance for it.
- 7) The Property described above shall be used only for public purposes.
- 8) The Lessee shall not assign this Lease or sublet the Property, or any portion thereof.
- 9) This Lease is subject to any easements which already exist for public utilities or for rights of ingress and egress which presently exist.
- 10) The Lessee further agrees that this Lease nor any portion of this property described in this Lease will be sublet or assigned without first securing the written approval of the Lessor.
- 11) During the Term, Lessee shall be responsible for causing the Property to comply with all hereinafter enacted laws, ordinances, rules, regulations, authorizations orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, regulatory bodies, boards or officers exercising or having jurisdiction over all or any part of the Property. Neither this Lease, nor any of its provisions, shall prevent Lessor from enacting or seeking to enforce any rule, regulation, ordinance or charter provision which may affect the Property.

12) It is understood and agreed:

- a. That Lessor shall not in any manner whatsoever be responsible or liable for any cost or expenses incurred by Lessee in the repair and maintenance of the Property, and any and all such costs and expenses shall be the sole responsibility and obligation of Lessee.
- b. Lessee will not permit any mechanic's liens or other liens for work, labor, services or materials to be attached to said premises or any part thereof, or to any building or improvement constructed thereon. Lessee agrees that should any lien be filed against the Property, Lessee shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law.
- c. To the extent allowed by law, Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any and every nature arising out of the construction or alteration of any improvements on said land, or out of the use, management or control of the property. Nothing in this Lease shall be construed as limiting or waiving the limits of sovereign immunity.
- d. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Lease will remain in full force and effect.
- e. This Lease contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.
- f. This Lease may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.

13) It is expressly understood and agreed that in case the Property shall be deserted, abandoned or vacated, or if default be made in the payment of the rent or any part thereof, or any of the terms of this Lease, as herein specified, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Lessee to be kept and performed, the Lessor may, if it so elects at any time thereafter terminate this Lease and the term thereof, upon giving to the Lessee forty-

five (45) days' notice in writing of its intention so to do, and upon the giving of such notice this Lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice, as if said date were the date originally fixed in this Lease for the termination or expiration thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in the manner and by their duly authorized officers and their official seal to be affixed hereto, the day and year first written above.

**ATTEST:**

**CITY OF PORT ST. LUCIE, FLORIDA  
A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Sally Walsh, City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

**APPROVED AS TO FORM  
AND CORRECTNESS**

\_\_\_\_\_  
Richard Berrios, City Attorney

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF  
ST. LUCIE COUNTY**

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

**APPROVED AS TO FORM  
AND CORRECTNESS**

\_\_\_\_\_  
County Attorney