

**Exhibit A  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease"), dated this 1st day of April, 2017 is made by and between **the City of Port St. Lucie, a Florida municipal corporation** ("Lessor"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, and **Port St. Lucie RC Hobby Group**, ("Lessee"), whose mailing address is 1871 SW Hampshire Lane, Port St. Lucie, FL 34953. The following statements are a material part of this Lease:

**WHEREAS**, Lessee seeks from Lessor the right, privilege, and authority to travel upon and use for ingress and egress to operate Radio Controlled Device and Unmanned Aircraft ("RCD/UA") on a portion of real property owned by the City, identified and depicted on the attached **Exhibit "I,"** (hereinafter referred to as the "Property"). Lessee intends to allow its registered members to access and use the Property for operation of RCD/UA, and intends to occupy and utilize the Property for the purposes of conducting RCD/UA activities, including organized activities, meetings, and events; and

**WHEREAS**, Lessor desires to give and grant to Lessee access to and use of the Property upon such terms and conditions set forth in this Agreement, and Lessee desires to lease the Property for the purposes set forth herein subject to such terms and conditions.

**THEREFORE**, in consideration of the covenants contained in this Lease and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Rent.** The rental fee, \$12.00 to be paid by April 1st of each year to the City of Port St. Lucie, a Florida municipal corporation, in exchange for the exclusive use, enjoyment, and operation of the Property for the purpose of recreational RCD/UA uses by and for Lessee.

2. **Duration and Termination.** The rights and privileges granted herein shall begin on this 1st day of April, 2017, and expire 5 years later on the 31st day of March, 2022. The parties may mutually agree to renew the Lease for two additional five year periods. Following termination of this Lease, Lessee shall provide Lessor, upon receipt of Lessor's written request, a release and extinguishment of all of Lessee's rights and privileges granted herein, in a mutually agreeable form. Any warranties, representations and indemnities provided for in this Lease shall survive the termination of this Lease for such time as any claim may be made pursuant to any applicable Statute of Limitations.

Lessor may terminate this Lease at any time, and for any reason, by providing Lessee with 30 days advanced, written notice.

If Lessor sells or conveys all or a portion of the Property, this Lease will terminate. If Lessor receives three (3) or more complaints of the Lessee violating the City's code, or any other applicable State or Federal laws, on the Property and within any 90 day period, Lessor reserves the right to terminate the Lease without 30 days written notice.

3. Use of Property. Lessee shall not use or occupy the Property in violation of any law or City Ordinance. A Certificate of Use or Occupancy issued for the Building of which the Property are a part, and shall immediately discontinue any use of the Property which is declared by either any governmental authority having jurisdiction or the Lessor to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Lessee shall comply with any and all laws, regulations or code or with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Lessee's use or occupancy of the Property, impose any duty upon Lessee or Lessor with respect to the Property or with respect to the use or occupation thereof. The Property shall be restricted to the use and enjoyment of the Lessee's organization and its guests. Lessee must provide Lessor with a proposed schedule for hours of operation, as well as a plan to maintain control of access into the facility, restricting said access after the hours of operation.

Lessee and its guests must restrict use of RCD/UA to the confines of the Property. Lessee and its guests are strictly prohibited from operating RCD/UA outside of the boundaries of the Property.

The use of the Property is for battery powered devices only. No combustible fuel powered devices are permissible.

4. Maintenance. Lessee agrees to maintain the Property (including, but not limited to mowing the grass, maintenance of vegetation, replacement as necessary, and repairing any ruts) and all improvements in good order and repair, and in a clean, safe, and healthful condition at its own cost and expense. Lessor reserves the right to access the Property for the purposes of inspection with 24 hours advanced notice to Lessee. After written notification from the Lessor, and a reasonable opportunity to cure, Lessee agrees to repair any defects to the property caused by the Lessee.

Lessee is responsible for providing and maintaining proper portable sanitation facilities on the Property. Portable sanitation facilities must comport with Americans with Disabilities Act ("ADA") guidelines, specifically regarding accessibility. Lessee must furnish Lessor with a copy of contract with a sanitation service provider. Lessee must also maintain proper solid waste and trash removal, proof of which must also be provided to Lessor.

5. Improvements and Signs. Lessee must provide Lessor with a five-year plan of improvement schedule, outlining the changes and improvements Lessee intends to make to the Property. Lessee must obtain the express, prior, written approval and consent of the Lessor before making any alterations to the Property.

All improvements to the Property shall be undertaken in strict compliance with the Florida Building Code, as well as any and all other applicable codes, regulations, and ordinances, specifically the ADA.

Lessee shall be responsible for obtaining and furnishing the Lessor with copies of Certificates of Insurance from any contractor or subcontractor hired by the Lessee to provide construction on or alteration or improvement to the Property during the term of this Lease, including: Business Auto Liability Insurance not less than \$1,000,000 each occurrence for any auto, owned, non-owned or

hired automobiles. In the event the contractor or subcontractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the contractor or subcontractor to agree to maintain only Hired & Non-Owned Auto Liability; Commercial General Liability not less than \$1,000,000 per occurrence / \$2,000,000 aggregate; Workers' Compensation Insurance and Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, and \$100,000 each disease/employee, \$500,000 each disease/maximum. Should scope of work performed by contractor or subcontractor qualify its employees for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided. Except as to Workers' Compensation and Employer's Liability, said Certificate(s) and policies shall clearly state the Lessor as an additional insured (except on workers' compensation insurance). The contractor and subcontractor shall obtain Waivers of Subrogation endorsements under each insurance policy in favor of the Lessor.

Lessee shall notify any contractors making such improvements that the Lessor's liability for said improvements is expressly prohibited by this Lease. Lessee shall promptly pay all contractors and materialmen, and should any lien be made or filed against the Property, the Lessee shall bond against or discharge the same within ten (10) days after written request of the Lessor.

Lessee shall be responsible for all planning, permitting, site preparation, installation, property and/or content insurance, and other costs associated with any improvement placed upon or made to the Property during the term of the Lease.

Lessor does not expressly agree to any particular improvement made, or contracted for, by the Lessee during the term of this Lease. The interests of the Lessor shall not be subject to liens for improvements made or contracted for by the Lessee.

Upon expiration of the term of this Lease, Lessee shall either remove any structures from the Property, or convey said structures to the City.

Lessee must post appropriate signage on the Property notifying the public that membership in Lessee's group/organization is required to operate RCD/UA on the Property. Lessor shall post the necessary signage warning of any relevant alligator presence on the Property.

6. Special Events. Lessee must give Lessor written notice of any planned special events at least 30 days in advance. Said notice must contain a detailed description of the activities planned to take place, the beginning and end time, the date, and the number of anticipated attendees. The City reserves the right to approve modified operating times for special events. Special event attendees are not required to be members of Lessee's group/organization.

7. Notice. The parties agree to use the following contacts for the purposes of notification:

For the City:  
Brad Keen, Assistant Director  
Parks and Recreation  
2195 SE Airoso Blvd.  
Port St. Lucie, FL 34984  
(772) 344-4005

With a copy to:  
City Attorney's Office  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871-5294  
CityAttorney@CitvofPSL.com

For the Lessee:  
Jack Ferland, President and CEO  
Port St. Lucie RC Hobby Group  
1871 SW Hampshire Lane  
Port St. Lucie FL, 34983  
772 485 2886  
pslrchobbygroup@gmail.com

8. Alteration. Except as set forth above, Lessee may not make any changes, alterations, improvements or additions to the Property or attach or affix any articles thereto without Lessor's prior written consent. All alterations, additions, or improvements which may be made upon the Property by Lessor or Lessee (except unattached trade fixtures and office furniture and equipment owned by Lessee) shall not be removed by Lessee, but shall become and remain the property of Lessor. If Lessee shall make any alterations, improvements or additions to the Property, Lessor may require Lessee, at the expiration of this Lease, to restore the Property to substantially the same condition as existed at the commencement of the Term.

9. Assignment and Subletting. Lessee shall not, either voluntarily or by operation of law, sell, assign, or transfer this Lease, or sublet the Property or any part thereof, or permit the Property or any part thereof to be occupied by anyone other than Lessee or Lessee's members or invitees, without the prior written consent of Lessor. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provision of this Article shall be null and void and of no effect and shall constitute a default hereunder. The consent by Lessor to an assignment or subletting shall not be construed as relieving Lessee from obtaining the express written consent of Lessor to any further assignment or subletting. Lessor's consent to any assignment or subletting shall not release Lessee from its primary liability under the Lease.

10. Miscellaneous. The use of the property is limited to the operation of RCD/UA, and related events, such as meetings, clinics, and demonstrations and other uses accessory and incidental to those uses. RCD/UA may be operated on site between the hours of 9:00 AM and sunset. Operating times may be modified for special events, pending approval by Lessor. However,

camping and overnight stays are strictly prohibited. Lessee will develop its own Club rules/regulations, as well as comply with all local, state, and Federal regulations, including the US Department of Transportation Federal Aviation Administration for operating Unmanned Aircraft (UA).

11. Applicable Law. This Lease is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Lease, proper venue shall be in St. Lucie County, Florida. Lessee agrees to comply with all Federal, State and Local laws, rules, codes and regulations.

12. Sovereign Immunity. The Lessor shall not be obligated to provide any insurance coverage other than for the Lessor; nor shall Lessor extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this Lease, or any obligation to name the Lessee as an additional insured under any other insurance policy, or otherwise protect the interests of the Lessee as specified in the Lease.

13. Indemnification. The Lessee hereby agrees to defend, hold harmless and indemnify Lessor from any and all claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims arising out of, relating to, or resulting from the willful or malicious misconduct or negligent actions arising out of the use of the Property by the Lessee, or its invitees and attendees.

14. Insurance Requirements. Lessee shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage, limits, including endorsements as described herein. The requirements contained herein, as well as City's review or acceptance of insurance of insurance maintained by Lessee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee under the Contract.

15. General Liability. Commercial general liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each Occurrence \$2,500,000  
General Aggregate \$5,000,000

An Additional Insured endorsement must be attached to the Certificate of insurance. Coverage is to be written on an occurrence form basis and shall apply as primary. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Contractual liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Said policy shall clearly state that coverage required by this lease agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional insured added to its Commercial General Liability Policy. The Certificate of insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that statutory liability of the City is amended during the term of this Lease to exceed the above limits, the Lessee shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement, shall be attached to the Certificate of Insurance.

16. Right to Review. The City, by and through its Risk Management Department, reserves the right, but not the obligation to, review and reject any insurer providing coverage.

**17. DISCLAIMER.**

The Lessor does not warrant or represent that the Property is safe or suitable for the purpose for which Lessee is permitted to use it. Lessee assumes all risks in its use.

**IN WITNESS WHEREOF**, the Parties are authorized to execute this document and have caused this Lease Agreement to be executed on behalf of the respective entities, their successors and assigns. This document and shall be effective when fully executed.

[REMAINDER OF THIS PAGE BLANK]

RC Devices Park

On behalf of the City of Port St. Lucie:

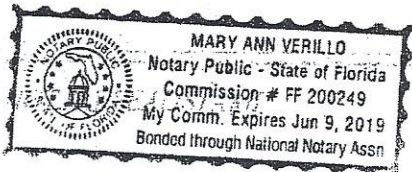
*[Handwritten Signature]*  
City Manager

STATE OF FLORIDA     )  
                                          ) ss  
COUNTY OF ST LUCIE    )

The foregoing instrument was acknowledged before me this 17 day of  
March, 2017, City Manager for the City of Port St. Lucie, who is:

personally known to me; or

proven by producing the following identification \_\_\_\_\_

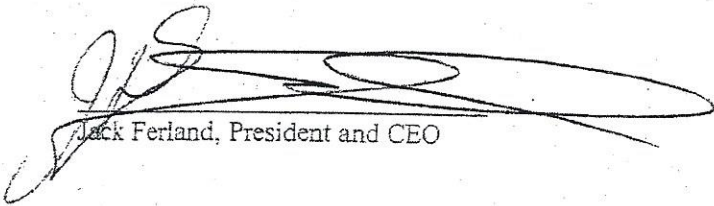


*[Handwritten Signature]*  
Notary Signature

MARY ANN VERILLO  
Name of Notary (print)

RC Devices Park

On behalf of the Lessee Port St. Lucie RC Hobby Group:

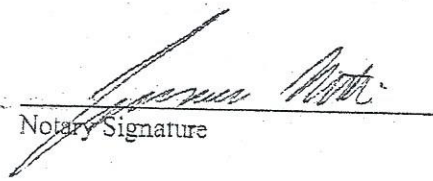
  
Jack Ferland, President and CEO

STATE OF FLORIDA     )  
                                          ) ss  
COUNTY OF ST LUCIE    )

The foregoing instrument was acknowledged before me this 20th day of March, 2017, by Francesco Masutti, for Jack Ferland, who is:

- personally known to me; or
- proven by producing the following identification FLDL F 645-424-62-023-0



  
Notary Signature

NOTARY SEAL STAMP

Francesco Masutti  
Name of Notary (print)



**EXHIBIT "I"**

Parcel ID:

Parcel #1 – Port St. Lucie – Section 46 – First Replat Tract "E" (25.33 AC) (map 33/12S) (613-2382)

Parcel #2 - Port St. Lucie – Section 46 – First Replat G-6 (12.56 AC) (map 33/12S) (Dedicated as per plat)