
MEMORANDUM

TO: DONALD B. COOPER, CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY
FROM: LOIS NICHOLS, STAFF ATTORNEY
DATE: OCTOBER 5, 2000
SUBJECT: PAL LEASE
ROTARY PARK



RECEIVED
OCT 09 2000
City Manager's Office

Attached is a lease for Police Athletic League (PAL) to construct a facility in Rotary Park. The term of the lease is for 25 years at \$100/year with a 25-year renewal.

Officer Tim Reilly, Executive Director of PAL is coordinating the site and building plan process. Funds for its construction have been approved for this purpose.

Please process the attached lease as necessary. Questions regarding this document may be directed to me at ext. 4386. Questions regarding building matters may be directed to Officer Tim Reilly at ext. 7312.

/ln
Attachment as stated

c: Officer T. Reilly, Executive Director, PAL

c/p
10/11

LEASE AGREEMENT

THIS AGREEMENT made this 31st day of October, 2000; by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, INC., a Florida non-profit corporation, hereinafter referred to as "Lessee."

WITNESSETH

In consideration of the mutual covenants contained herein, the parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee the premises, owned by Lessor, which consist of that portion of Rotary Park, more particularly described in Exhibit A, attached hereto and incorporated herein.
2. The term of this lease shall be for a period of Twenty-Five years (25) commencing on the 1st day of November, 2000, and terminating on the 1st day of November, 2025, at 12:01 a.m.
3. The total rent under this lease is Twenty-Five Hundred Dollars (\$2,500.00). Lessee shall pay Lessor that amount in installments of One Hundred Dollars (\$100.00) each year beginning on November 1, 2000, and on the same date each year thereafter during the term of this lease.
4. Lessee shall have the right to renew this lease one time for a Twenty-Five (25) year period, beginning on the 1st day of November, 2025, and terminating on the 1st day of November, 2050, subject to review of modifications. Additional renewals may be negotiated between the Lessor and Lessee subsequent to the renewal period stated herein.
5. The approval of this lease is contingent upon site plan approval. In the event that the site plan is not approved, the City will endeavor to assist the organization in selecting an alternative location.
6. The premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the organization is to create programs of crime prevention operated by law enforcement

officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld.

Lessee may permit short term use of property for special fundraising events so long as, (1) the event is consistent with the mission of the organization, (2) remuneration is consistent with rates charged for other similar City facilities, and (3) Lessee provides a report of such use and charges, annually.

7. Lessee intends to construct improvements to the leased site. Lessee shall submit to Lessor for approval, a site or building plan and specifications which comply with all applicable federal, state, and municipal laws and regulations, including, but not limited to, appropriate buffers for landscaping, noise abatement, light abatement and traffic safety. Lessor's approval of the site or building plan shall not be unreasonably withheld. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for all such improvements. Construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractors shall provide Lessor with current certificates of insurance and proof of workers' compensation insurance, satisfactory to Lessor.

8. Lessee shall have the right, at its own expense, to improve or alter the demised premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations.

9. The building placed upon the demised premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the demised premises during the lease term, shall require the

removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld, and all such permanent improvements and structures shall be the property of Lessor.

10. Lessee shall be solely responsible for the construction and maintenance of the improved property and grounds, pursuant to the approved site plan, and shall keep it in good repair solely, at the Lessee's expense, during the duration of this lease or extension thereof.

11. As a further condition of this lease, Lessee shall not, in the use or occupation of the premises and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, or otherwise commit a discriminatory practice.

12. Lessor shall not be liable for any claims arising from injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's placement of the building upon the property.

13. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum of amount of one million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid and copies of the insurance policies issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

14. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

15. Either party may terminate this lease by providing thirty (30) days written notice to the other party.

16. All notices shall be directed to the following addresses:

City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Officer Timothy Reilly
Executive Director
Port St. Lucie Police Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

17. The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

18. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the demised premises.

19. Upon termination of this Lease by default or passage of time, any improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor.

20. Any and all remedies provided to Lessor or Lessee for the enforcement of the provisions of this lease are cumulative and non-exclusive and either party shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. In any action or proceeding to enforce this lease, or to secure any rights provided under this lease or accorded by law, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

CITY OF PORT ST. LUCIE, FLORIDA

Edward W. DiCicco
Witness

By: *Donald B. Cooper*
Donald B. Cooper, City Manager

Mary Hornbeck
Witness

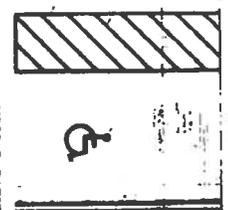
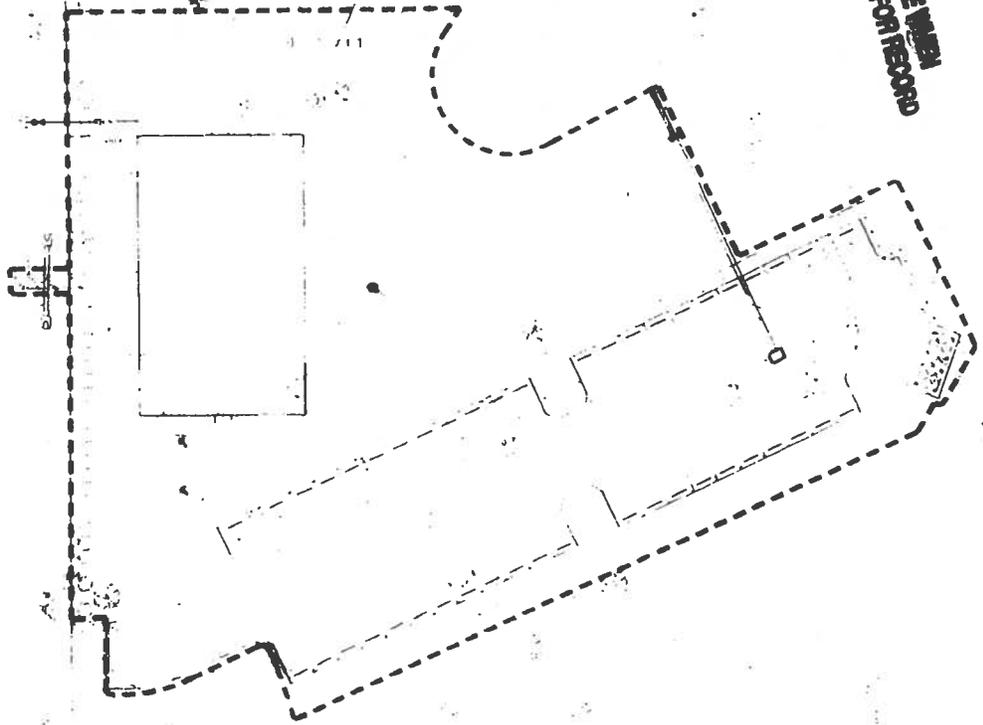
APPROVED AS TO FORM AND
CORRECTNESS:

By: *Roger G. Orr*
Roger G. Orr, Esq., City Attorney

PORT ST. LUCIE POLICE ATHLETIC LEAGUE

By: *Off. Timothy Reilly*
Officer Timothy Reilly
Executive Director, PAL

LEGIBLE WHEN
PRESENTED FOR RECORD



HANDICAP PARKING SPACE DETAIL



PROJECT
LOCATION



LOCATION MAP

GENERAL NOTES

C
CULL DEPPER
TERPENING

1000 N. 10TH ST.
TERRAPIN, VA 22640
TEL: 703-441-1111
FAX: 703-441-1112

DATE: 05/15/05
SCALE: AS SHOWN

DATE	BY	REVISION
05/15/05	CD	ISSUE FOR PERMITTING
05/15/05	CD	ISSUE FOR RECORD

PORT ST. LUCIE ROTARY PARK
POLICE ATHLETIC LEAGUE IMPROVEMENTS
SITE PLAN

DATE: 05/15/05
SCALE: AS SHOWN