

LEASE

THIS LEASE ("Lease"), dated December _____, 2023, is made between Sea Ranch Lakes Beach Club, Inc. ("Landlord") and the Village of Sea Ranch Lakes, a Florida municipal corporation ("Tenant").

1. Fundamental Lease Provisions.

Date: December 1, 2023

Landlord: Sea Ranch Lakes Beach Club, Inc.
Address of Landlord: 1 Gatehouse Road
Sea Ranch Lakes, FL 33308

Tenant: Village of Sea Ranch Lakes
Address of Tenant: 1 Gatehouse Road
Sea Ranch Lakes, FL 33308

Lease Term: SIX (6) years

Monthly Rent: \$7,000.00 dollars per month [Subject to Section 4.1]

Leasehold Premises (Land): Police Station and Village Hall and adjacent parking spaces

Permitted Use: Village Hall Police Station

2. Landlord hereby leases to the Tenant and Tenant leases from Landlord for the Term, and upon all of the conditions set forth herein, the portion of that certain real property situated in the County of Broward, State of Florida, specifically the land and the buildings that make up the Police Station, the Village Hall and all adjacent parking spaces.

3. Term.

3.1 Term. The term ("Term") of this Lease is six (6) years commencing on December 1, 2023 the date ("Commencement Date") and ending at midnight, November 30, 2029") (6) years thereafter, unless sooner terminated pursuant to any provision hereof.

4. Rent.

4.1 Rent.

4.1.1 Tenant shall initially pay to Landlord a monthly rent for the Village Hall, Police Station and adjacent parking spaces in the amount of \$7,000.00 dollars during the term as defined in paragraph 3.1. The monthly rental payment due shall be paid on the first day of each month.

4.1.2 The term "Lease Year", as used herein shall mean (i) the twelve (12) month period beginning with the Commencement Date, and each twelve (12) month period thereafter occurring during the Term, and (ii) in the event the Lease expires or terminates on a date other than the dates set forth herein, then the term "Lease Year" shall also mean the period from the end of the preceding Lease Year to the date of said expiration or termination of this Lease.

5. Use/Compliance.

5.1 Use. The Land shall be used by Tenant for municipal purposes and for no other purposes. Tenant agrees not to store any material, waste, pallets or other products within the Land. For purposes of this Lease, "hazardous materials" includes, without limitation, any hazardous, toxic or dangerous waste, substance or material defined as such in the Comprehensive Environmental Response, Compensation and Liability Act or any other federal, state or local statute, law ordinance, code, rule, regulation or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste. To the extent permitted by law, Tenant shall defend, indemnify and save Landlord harmless from all costs and expenses (including consequential damages) asserted or proven against Landlord by any party as a result of Tenant's use, storage or disposal of hazardous materials on or about the Land.

5.2 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, permits, covenants and restrictions of record, and requirements in effect during the Term or any part thereof, regulating the use or condition of the Land, including but not limited to, environmental matters, employee health and safety and the American's With Disabilities Act.

5.3 Condition of Land. Tenant hereby accepts the Land in its condition existing as of the Commencement Date of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use and condition of the Land and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby.

6. Maintenance, Repairs and Alterations.

6.1 Tenant's Obligations.

6.1.1 Tenant, at Tenant's expense, shall keep the Land in good order, condition, repair and every part thereof, including without limitation, all the landscaping, all the equipment and fixtures and all buildings located on the Land.

7. Parking. Landlord will provide Tenant the use of designated parking spaces in the Landlord's parking lot adjacent to the Village Hall. Tenant will be responsible for limiting and enforcing the use of those parking spaces.

8. Insurance; Indemnity.

8.1 The parties hereto acknowledge that Tenant is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in this Lease shall be construed to require Tenant to indemnify Landlord, or insure Landlord for its negligence or to assume any liability for Landlord's negligence. Further, any provision in this Lease that requires Tenant to indemnify, hold harmless or defend Landlord from liability for any other reason shall not alter Tenant's waiver of sovereign immunity or extend Tenant's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

8.2 Indemnity. To the extent permitted by law, Tenant agrees to pay, and to defend, indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and attorneys' fees in any appeal) in connection with any injury to, or the death of, any person in, on or about the Land or in any way arising out of the use of the Land, or any damage to or loss of property on the Land or parking area, except any such liabilities, losses, damages, costs, or expenses arising out of Landlord's gross negligence. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel mutually satisfactory to Landlord and Tenant.

9. Condemnation. If the Land or other areas appurtenant to the Land are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to part so taken as of the date the condemning authority takes title or possession, whichever first occurs.

10. Utilities and Services.

10.1 Tenant shall pay for all power, telephone and other utilities and services supplied to the Land, together with any taxes thereon.

11. Assignment and Subletting.

11.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Land, without Landlord's prior written consent.

12. Defaults; Remedies.

12.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

12.1.1 The vacating or abandonment of the Land by Tenant.

12.1.2 The failure by Tenant to make any payment of rent.

12.1.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Subsection 13.1.2 above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty (20) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within the twenty (20) day period and thereafter diligently prosecutes such cure to completion.

12.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may otherwise have under Florida law or in equity by reason of such default or breach, terminate Tenant's right to possession of the Land by any lawful means, in which case this Lease shall terminate and Tenant shall within a reasonable period of time which shall not be less than one hundred eighty (180) days, surrender possession of the Land to Landlord.

13. Landlord's Liability. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title of the Land. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant and the relationship between the parties hereto shall, at all times, be that of landlord and tenant.

15. Severability. The invalidity of any provision of this Lease shall in no way affect the validity of any other provision hereof.

16. Incorporation of Prior Agreements: Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only and signed by the parties in interest at the time of the modification.

17. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by express courier, personal delivery or by certified mail, and shall be deemed sufficiently given upon receipt or refusal to accept receipt and if addressed to Tenant at the address of the Land or to Landlord at: One Gatehouse Road, Sea Ranch Lakes, Florida 33308. Either party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

18. Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

19. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of Florida. All of the parties to this Lease have participated freely in the negotiation and preparation hereof; accordingly, this Lease shall not be construed more strictly against any one of the parties hereto. Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery by both Landlord and Tenant.

21. Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its costs and reasonable attorney's fees, including all appeals from the non-prevailing party.

22. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Land at reasonable times for the purpose of inspecting the same.

23. Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subtenancies.

24. Quiet Possession. Upon Tenant paying the rent for the Land and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Land subject to all of the provisions of this Lease. Landlord represents and warrants to Tenant that the individuals executing this Lease on behalf of Landlord are fully authorized and legally capable of executing this Lease on behalf of Landlord.

25. Easements. Landlord reserves to itself the right, from time to time, to grant such easements, rights, and dedications that Landlord deems necessary or desirable, and to cause the recordation of site plans, restrictions and similar instruments so long as such easements, rights, dedications and restrictions do not unreasonably interfere with the use of the Land by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute a material breach of this Lease.

26. Authority. Tenant is a municipal corporation, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity.

27. Survival/Conflict. Each term, agreement, obligation or provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, all of which shall survive the expiration or termination of this Lease and any renewals or extensions of this Lease. Any conflict between the typewritten provisions of this Lease and the handwritten provisions shall be controlled by the handwritten provisions.

28. Notice Regarding 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 may be obtained from your county public health unit.

29. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and hereby do WAIVE TRIAL BY JURY in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease.

30. Time of the Essence. Time is of the essence in the performance of all obligations required hereunder and all "days" referenced herein shall be deemed "calendar days" unless otherwise specifically set forth.

31. Captions and Section Numbers. The captions and section numbers are for convenience only and in no way shall be used to construe or modify the provisions set forth in this Lease.

WITNESS, the parties hereto have executed this Lease at the place on the dates specified immediately adjacent to their respective signatures.

WITNESSES:

Landlord:

SEA RANCH LAKES BEACH CLUB, INC.

By: _____

Title: _____

Date: _____

Tenant:

VILLAGE OF SEA RANCH LAKES, a municipal corporation organized and existing under the laws of the State of Florida

BY: _____

JEFFREY NELSON, MAYOR

ATTEST:

DATE: _____

BY: _____

STARR PATON,
VILLAGE CLERK