

**LEASE AGREEMENT BETWEEN CHARLOTTE COUNTY
AND THE CULTURAL CENTER OF CHARLOTTE COUNTY, INC.**

This LEASE AGREEMENT, hereinafter referred to as the "Lease", made and entered into as of the 28th day of April, 2001, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "Lessor", and the CULTURAL CENTER OF CHARLOTTE COUNTY, INC., 2280 NW Aaron Street, Port Charlotte, Florida 33950, a non-profit Florida corporation, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain property, both real and personal, located in Charlotte County, Florida; and

WHEREAS, LESSEE is a non-profit corporation organized to promote community interest and welfare; and

WHEREAS, Section 125.38, Florida Statutes, provides that any non-profit corporation organized for public or community interest and welfare that desires to lease any real or personal property for such purposes may apply to a county for a lease of said property; and

WHEREAS, the parties hereto desire to enter into this Lease for a public purpose, to make efficient use of their power and resources, and to provide for the best interests and welfare of the general public.

1. Premises. The Lessor hereby leases to the Lessee the following property, located at 2280 NW Aaron Street, Port Charlotte, Florida 33950 (hereinafter the "Premises") and described generally as follows:

A parcel of land lying in the South ½ of Section 15, Township 40 South, Range 22 East, more particularly described in Warranty Deed from General Development Corporation to Adult Education Association of Charlotte County, Inc., in Official Records Book 263, Page 557, Public Records of Charlotte County, Florida; LESS AND EXCEPT the portion of said lands and the portion of the building thereon occupied by the Charlotte County Public Library; and an easement for ingress and egress and for vehicular parking in connection therewith;

together with the building thereon, and all furniture, fixtures, equipment and facilities owned by Lessor and situated at or in the Premises.

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2. **TERM.** The term of this Lease shall be for forty (40) years and will begin retroactively on December 13, 2000 and terminate on December 13, 2040.

3. **RENT.** Lessee shall pay to the Lessor, for each year of the term of this Lease, the total sum of ONE DOLLAR (\$1.00) per year, payable in one annual installment, payment of which shall be made to Lessor within fifteen (15) days from the date this Lease is executed by both parties and on December 13th for each successive year thereafter.

4. **USE OF PREMISES BY LESSEE.** The Premises shall be used by the Lessee only for educational and recreational purposes of the same general nature for which the Premises have heretofore been utilized and for no other uses or purposes except with the express written consent of the Lessor. Lessee covenants that the use of the Premises shall be open and available to all residents of Charlotte County on an equal basis. Lessee shall at all times maintain access to the library wing of the building and provide adequate parking facilities for said library area. Lessee agrees, at the expiration of this Lease or any additional terms, to surrender the Premises in good condition, reasonable wear and tear excepted.

5. **CONDITION OF THE PREMISES.** The Lessee shall keep the Premises, both interior and exterior, in a clean, neat condition, ordinary wear and tear and damage by the elements excepted. Lessee shall not accumulate or permit the accumulation of any trash, refuse or debris on the Premises excluding such trash or refuse placed in an appropriate location for collection. In addition, Lessee shall not commit waste on the Premises nor maintain, commit, or permit the maintenance or commission of a nuisance thereon.

6. **USE OF PREMISES BY LESSOR.** Upon the request of the Lessor, Lessee shall make available for the use of Lessor those portions of the Premises not required for the activities of the Lessee. In consideration of said use, Lessor agrees to pay a pro-rata portion of the maintenance expenses and utility charges for those portions of the Premises used by Lessor.

7. **PROHIBITION AGAINST ASSIGNMENT.** Lessee shall not assign this Lease, or any interest therein or any right or privilege appurtenant thereto or to the Premises, or sublet the whole or any part thereof, without first obtaining Lessor's written consent. Lessor's consent to one assignment or occupancy or use by a party other than Lessee shall not be a consent to any subsequent assignment or occupancy or use by any other person. Any unauthorized assignment shall be void, and shall terminate this Lease at Lessor's option.

8. CONSTRUCTION/IMPROVEMENTS. Lessee shall not construct or locate any building in or upon the Premises nor make any alterations to the Premises without first obtaining the express written consent of Lessor. In the event any construction, location or alteration is made in or upon the Premises, Lessee agrees to comply with the applicable provisions of Chapter 713, Florida Statutes, or any other similar provision of law. In addition, Lessee shall comply with all applicable laws, statutes, rules and regulations pertaining to the construction of buildings on public property and shall require appropriate permits needed for the construction of improvements from the appropriate governmental agency or agencies. In the event any construction, location or alteration is made in or upon the Premises, the same shall be made at the sole cost, charge and expense of the Lessee, unless otherwise agreed by Lessor and Lessee, provided the Lessor shall have the right, in its sole discretion to provide and pay for such improvements. In any event, all improvements made to the Premises shall become the property of the Lessor at the expiration of the term of this Lease.

9. INDEMNIFICATION. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessee shall indemnify, save and hold harmless Lessor and all of its officers, agents, and employees from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Lease by Lessee or its officers, employees, volunteers, contractors, subcontractors or agents, or due to any negligent act or occurrence, or omission or commission of Lessee, its officers, employees, volunteers, contractors, subcontractors or agents or any tenant or agent, employee, or licensee of any tenant of the Premises holding under Lessee. Nothing contained in this Lease shall be construed to be a waiver by Lessor of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law or construed to be a consent by Lessor to be sued by third parties in any matter arising out of this or any other agreement.

10. INSURANCE. Lessee agrees to obtain and keep, throughout the term of this Lease, general liability insurance from an organization authorized to do business in the State of Florida, with a Best rating of B or better and in a form satisfactory to Lessor in the amount of Two Million Dollars (\$ 2,000,000). Lessee agrees to maintain the preceding liability insurance amount throughout the term of this Lease regardless of the number of claims filed against the Lessee over the term of this Lease. Lessee shall provide a certificate of insurance evidencing such insurance policy at least ten (10) days prior to Lease approval by the Board of County Commissioners. Such certificate of insurance shall specifically name "Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees and volunteers" as additional insureds. Lessee further agrees to annually supply the Lessor with a Certificate of Insurance and Contract for Insurance showing said insurance coverages to be in full force and effect. Lessee shall notify Lessor within 30 days in the event of cancellation, rescission, or other terminations of the insurance policy.

11. RIGHT OF ENTRY/REPAIRS. At any time during the term of this Lease, the Lessor and its officers, employees or agents may enter upon, to inspect or repair, the Premises. Such entry shall be done, if possible, during normal business hours.

12. UTILITIES. Lessee shall pay for any costs of utilities or their installation, including, but not limited to, telephone, gas, electricity, water, or sewer service, and garbage and trash removal used by Lessee and shall make all deposits as are required to secure service.

13. COMPLIANCE WITH LAWS. Lessee agrees to comply with all applicable federal, state and local statutes and ordinances with respect to the manner and operation of the Premises and to comply with all duly adopted rules and regulations, now in effect or later adopted, of the Board of County Commissioners of Charlotte County.

14. RESPONSIBILITY FOR DAMAGE OR LOSS. Lessee assumes the risk for all loss, damage or injury to any person or property occurring on those areas of the Premises under Lessee's supervision and control and Lessor is hereby expressly released and discharged from any and all liability for any such loss, damage or injury.

15. FORCE MAJEURE. In the event that the Premises or any portion thereof are destroyed or damaged by fire, lightning, storm or other casualty, the Lessor, at its option and without penalty, may cancel this Lease and/or repair the damage to the Premises at its own cost and expense; but this provision shall place no obligation upon the Lessor to repair said premises if in its judgment such repair is not warranted.

16. REMEDIES FOR BREACH OF AGREEMENT. If Lessee fails to remit any payments owed to Lessor under the terms of this Lease, or fails to perform or breaches any term of this Lease, Lessor may, at its option, institute an action in a court of competent jurisdiction to 1) recover payment for such payments or monies owed to Lessor, 2) compel performance of the terms of this Lease or 3) terminate this Lease and enter into and upon the Premises and repossess the same from the Lessee; provided, however, that Lessor provides written notice to the Lessee of its failure to remit any payments owed to Lessor or of Lessee's failure to perform or breach of this Lease, and also provides Lessee thirty (30) days from Lessee's receipt of such written notice to cure, or to make reasonable steps to cure, such failure to remit payments, performance or breach. In the event that Lessor initiates any legal action against Lessee pursuant to this paragraph or in connection with any of the provisions of this Lease, and Lessor prevails in said action, Lessor shall be entitled to recover its fees and costs incurred in such action from Lessee, including its reasonable attorney fees.

17. NO WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained.

18. MAINTENANCE RESPONSIBILITIES OF LESSOR. Lessor shall be responsible for all exterior maintenance of the Premises, including routine maintenance and/or repair of the roof, exterior painting, parking lot repair and maintenance (including stripe markings), as well as the repair and maintenance of exterior water and sewer lines and connections, exclusive of stoppages.

19. MAINTENANCE RESPONSIBILITIES OF LESSEE. Lessee shall be responsible for janitorial services and interior maintenance of the Premises including the maintenance, repair and/or replacement of the HVAC (heating, ventilating, air conditioning) systems of the Premises. The Lessee agrees to maintain and repair the HVAC system in accordance with the standards established by the Facilities Management Department of the Lessor as attached in Exhibit "A". The Lessee shall have the option of contracting with private vendors to perform any needed maintenance and repairs to the HVAC system or utilizing the Lessor's Facilities Management staff to provide any needed maintenance and repairs. In any event, all maintenance or repairs to the HVAC system shall be performed in accordance with the standards detailed in Exhibit "A". It is further agreed that it is the sole responsibility of the Lessee to pay for any and all maintenance or repair services. Unless otherwise provided in this Lease, all other maintenance or repairs of the Premises shall be the responsibility of Lessee.

20. NOTICES. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to LESSOR:

County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

If to LESSEE:

President
Cultural Center Of Charlotte County, Inc.
2280 NW Aaron Street
Port Charlotte, Florida 33950


21. LESSEE'S SIGNS. Lessee shall not place, or cause to be placed, any sign or signs on the Premises in addition to those currently in existence without the express written consent of Lessor. Any signs placed on the Premises shall be in conformity with local custom and shall be in good taste.

22. ADDITIONAL TERMS. The parties agree that the conditions and terms contained in Exhibit "A" attached hereto are expressly made a part of this Lease.

23. TERMINATION. This Lease shall continue in full force and effect for a period of forty years unless one or more of the following events occur: 1) Lessee files for protection under any of the bankruptcy statutes, 2) Lessee changes the use or purposes of the Premises as anticipated by this Lease, 3) Changes in federal, state, or local law which preclude the use of the Premises as contemplated by the parties and this Lease, 4) a material breach of the Lease as determined by the Board of County Commissioners of Charlotte County.

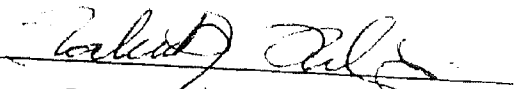
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

WITNESS:



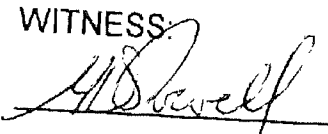
MARCUS A. JOHNSON
Printed name of first witness

CULTURAL CENTER OF CHARLOTTE COUNTY, INC.

By 

Title President & CEO
Date 4/26/01

WITNESS:



G. D. POWELL
Printed name of second witness

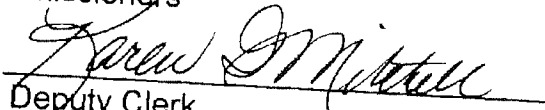
BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: 

Adam Cummings, Chair

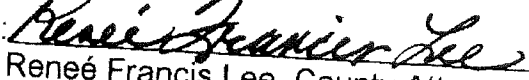
ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: 

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 

Renee Francis Lee, County Attorney

LR 00415-06

Exhibit "A"

HVAC Preventive Maintenance Standard For Charlotte County

The preventive maintenance of air conditioning units is essential to proper operation and extended service life of equipment. It is performed in increasing degrees of complexity in monthly, semi-annual and annual inspections. All work is to be performed in a neat and professional manner. Filter media, pan tabs, cleaners and lubricants shall be approved by the Facilities Management department. The Facilities Management Department shall approve forms used to record required information.

Monthly:

1. Change return air and outside air filters/prefilters. Note: Some pleated, higher efficiency filters require less frequent changing. Scheduling of these types of filters should be coordinated with the Facilities Management HVAC Specialist.
2. Inspect/clean condensate drain pan as required.
3. Install new pan tabs as required.
4. Inspect/tighten/change belts as required.
5. Check AHU and condenser unit for abnormal vibrations.
6. Tighten loose panels and fan guards.
7. Inspect duct insulation; note any dampness, sagging or separation.
8. Inspect armoflex pipe insulation for continuity.
9. Note any excessive sweating on compressor.
10. Record outside air temperature.
11. Record return/mixed air temperature.
12. Record supply air temperature.
13. Record relative humidity.
14. Record Thermostat set-point for each zone.
15. Clean area.

Semi-Annual:

1. Clean evaporator coil.
2. Clean condenser coil.
3. Check/lubricate motors/blowers.
4. Inspect/tighten electrical connections and components.
5. Record supply voltage.
6. Record motor/compressor amperage.
7. Check/calibrate/level thermostat.

Annual:

1. Record system pressures/superheat/subcooling.
2. Change thermostat batteries where required.

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