

MAINTENANCE FACILITIES LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") by and between Indian River County, Florida, a political subdivision of the State of Florida, whose address is 1800 27th Street, Vero Beach, Florida ("County" or "Landlord"), and Senior Resource Association, Inc., a Florida non-profit corporation, formerly known as Council on Aging, Inc., whose address is 694 14th Street, Vero Beach, FL 32960 ("Tenant"), shall take effect as of July 1, 2025 ("Effective Date").

BACKGROUND RECITALS:

A. The Senior Resource Association is the Community Transportation Coordinator ("CTC") and Transit Service Provider for Indian River County. The Tenant operates a fixed route bus system serving Indian River County utilizing over 50 buses. Most of the buses operated by the Tenant are titled to Indian River County as the owner of the vehicles. The operation of the buses for the citizens of Indian River County serves a valuable public purpose; and

B. The Tenant's transit system, the GoLine, has steadily increased in ridership, popularity and size, necessitating a separate maintenance facility for servicing, repairing and parking of the fleet.

C. The Landlord and Tenant ("the Parties") entered into a ground Lease Agreement ("Ground Lease") effective April 1, 2009, to provide for the construction of a maintenance facility and administrative offices on County owned land located at 4385 and 4395 43rd Avenue, Vero Beach, FL whose legal description is attached as Exhibit A, and incorporated by reference herein.

D. Construction on the Indian River Transit Administrative and Maintenance Facility ("Facility") was done using grant funds and will continue to be considered a County owned improvement on County owned property.

E. The Parties had a prior Lease Agreement for the lease of the Facility to the Tenant for a term of 2 years starting on June 1, 2012, which was extended four times.

F. The Parties now desire to enter into a new Lease Agreement with a two year term that will allow the Tenant to continue to utilize roughly two and a half (2.53) acres of the County owned property at 4385 and 4395 43rd Avenue including the Facility, for the use of storing and maintaining their fleet of buses, including related operations and administration (hereinafter collectively referred to as "Leased Premises"); and

G. Pursuant to Florida Statutes Section 125.38, the County has the ability to set a nominal rent regardless of the actual value of the property so long as the price of the rent shall be set forth in a resolution of the Board of County Commissioners.

H. The Parties agree that this Lease shall replace and supersede the previous Lease Agreement effective June 1, 2012.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and incorporated as a part of this document by reference herein.

2. **Prior Leases.** This lease shall replace all prior leases between the parties for the Leased Premises.

3. **Property, Rent and Term.** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from Landlord, the Lease Premises including the Facility, located on 4385 and 4395 43rd Avenue and more specifically described on Exhibit "A", attached hereto and made a part hereof, for a term of two (2) years commencing July 1, 2025 and terminating on June 30, 2027. The rent payable by the Tenant during the term shall be two dollars (\$2.00). Said amounts shall be payable annually, in advance, in the amount of one dollar (\$1.00) per year. The Tenant shall be responsible for any sales tax, use tax, ad valorem tax, tangible property tax, and intangibles sales tax that may arise from this Lease Agreement or the Premises. This lease shall not be extended any further than the term listed herein.

3.1 **Review of rent.** Approximately ninety (90) days prior to the expiration of this lease, the parties shall meet to discuss this lease and any other changes deemed necessary by either party.

4. **Property Leased "AS IS".** The Tenant agrees that the Premises are being leased "as is" and that the Landlord makes no representation, warranty or guarantee of the condition of the Premises or any of the improvements thereon. The Tenant has examined the Premises and has determined that the Premises are suitable for the Tenant's purposes. Tenant may use the Premises for the purposes of storing and maintaining a fleet of buses operated by the Tenant, and for any purpose relating to operation of the bus service.

5. **Maintenance and Repairs.** The Tenant shall repair and maintain the Fleet area of the Premises including the lift, tools and other equipment and keep the Fleet area in a safe, clean and attractive condition. The Landlord shall repair and maintain the Administrative/Operations area of the Premises and keep the area in a safe, clean and attractive condition. The Landlord may choose to use the cleaning company currently under contract with the County to clean the Premises. The Landlord shall mow the lawns and maintain the landscaping, trees and shrubbery on the Premises. The Landlord shall maintain the automobile parking areas commonly used by employees and visitors to the building, driveways and the exterior of the building in a safe, clean and attractive condition. The Landlord shall maintain the generator on the Premises through its existing generator maintenance/service contractor. Upon expiration of the lease, the Tenant shall surrender the Premises quietly and peaceably in substantially the same condition as the Premises were in at the start of the lease, reasonable wear and tear excepted. Tenant shall notify

Landlord of any structural or non-structural repairs, or alterations made to the Premises so Landlord may keep an accurate history concerning the building.

6. **Installation and Removal of Equipment and Personal Property.** The Tenant shall have the right to install on the Premises such equipment, fixtures and other items necessary or convenient for its use of the Premises. All equipment and personal property purchased by the Tenant and placed in, on, or about the Premises, including equipment not affixed to the realty, shall remain the property of the Tenant. The Tenant may remove such equipment and personal property on or before the termination of the lease, provided that if such removal results in damage to any part of the Premises, the Tenant shall repair such damage prior to termination of the lease. Any of the Tenant's equipment or personal property not attached or installed in any building or structure shall remain the Tenant's property and may be removed on or prior to termination of the lease.

7. **Public Utilities.** The Tenant will pay, within time allowed for payment without penalties, all charges for water, sewer, electricity and garbage collection and all other public utilities which may arise from the Tenant's use of the Premises. Tenant shall also be responsible for payment of any pest control expenses.

8. **Improvements or Alterations to the Premises.** Tenant shall make any necessary improvements or alterations on the Premises in order to accommodate the storage, maintenance, and operation of the fleet of buses at Tenant's sole expense. Any such improvements or alterations shall be subject to Landlord's prior written approval. Landlord expressly reserves the right to review and approve or disapprove of any construction plans prior to application for any building permit. All such improvements or alterations shall comply with any and all applicable governmental laws, regulations, rules, and orders, shall follow standard construction methods and shall be constructed in accordance with the plans and specifications approved by the Landlord. Landlord, at Landlord's sole discretion, may require Tenant to have any alteration, improvement or construction secured with surety bonds or such other security approved by Landlord. Tenant shall maintain such improvements or alteration as may be required by Landlord. Any and all improvements or alterations made by the Tenant to the Premises shall become the property of the Landlord at the time of expiration or sooner termination of this Lease. Tenant shall maintain the Premises in a clean condition during the term of this Lease by promptly removing and properly disposing of all litter, rubble, trash, and debris.

9. **Use in Declared Emergency.** During any federally, State of Florida, or locally declared disaster or other emergency, the Landlord reserves the right to have the full and exclusive use of the Premises for as long as reasonably necessary as the County, in its sole discretion, acting as the Indian River County Emergency Services District, shall determine, for any and all appropriate governmental purposes in connection with such declared disaster or other emergency.

10. **Insurance.**

Tenant shall carry the following insurance coverage and shall furnish Landlord a certificate of such insurance. Landlord shall be named as an additional insured on the general liability policy. Landlord will be given 30 days' written notice prior to cancellation or

modification of any stipulated insurance. Such notice shall be by certified mail, return receipt requested, and addressed to the Risk Manager.

a) Commercial General Liability. Tenant shall have commercial general liability coverage and shall be per occurrence Combined Single Limit for Bodily Injury and Property Damage including Premises and Operations. The minimum limit of liability for the Premises shall be \$300,000. The policy shall be written by a carrier licensed to do business in Florida and have a rating of A+VII or better per A.M. Best's Key Rating Guide.

b) Workers' Compensation.

Tenant is required by law to maintain workers' compensation insurance. Tenant shall, at least ten (10) days prior to the commencement of operations under this agreement, provide to the Landlord a certificate of workers' compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by Landlord's Risk Manager, with a limit of \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws.. Tenant shall provide to the Landlord at least thirty (30) days' written notice by registered mail, return receipt requested, addressed to Landlord's Risk Manager, prior to cancellation or modification of any required insurance.

Tenant shall cause any contractor or subcontractor performing any work on the Leased Premises to provide to Landlord certificates of insurance under the same conditions and with the same policy limits as required of the Tenant. In light of the extended term of this Lease Agreement, Landlord shall have the right at any time upon reasonable notice to Tenant to increase, modify or otherwise change the insurance requirements as set forth in this paragraph, provided that such revised requirements are consistent with the requirements then being imposed by the Landlord upon other users or tenants of Landlord's properties.

11. Indemnity

Tenant agrees to indemnify and hold harmless the Landlord, together with its agents, engineers, employees, officers, elected officials and representatives, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by a breach of this Agreement or third party claims, judgments, and expenses to persons or property that may arise, directly or indirectly, from any negligent, reckless, or intentional act or omission of Tenant and persons employed or utilized by the Tenant. This indemnification and hold harmless provision shall survive the termination or expiration of this Agreement.

12. Repair for Damage. Tenant shall repair, cause the repair, or reimburse the Landlord for the repair of, any damage to Landlord's property caused by Tenant or Tenant's employees, guests, invitees, licensees, or permittees.

13. **Compliance with Laws.** Tenant shall comply with all of the laws, rules, ordinances, and regulations of the County, State and Federal Governments, and agencies regarding the use of the Leased Premises. Violation of any law, rule, ordinance or regulation may result in immediate termination of this Lease.

14. **Default.** In addition to the rights granted under paragraph 13 of this Lease, Landlord shall have the right to terminate this Lease upon the occurrence of any of the following (each an "Event of Default"): 1) Loss of non-profit corporation status by Tenant; 2) Abandonment by Tenant of the Leased Premises; 3) Default of, non-performance of, or other non-compliance with, any term, covenant or condition of any nature whatsoever under this Lease to be performed by Tenant; or 4) Failure to pay when due any rent, insurance cost reimbursement, or any other expense which could result in a lien being placed upon the Leased Premises. Upon the occurrence of an Event of Default, the Landlord shall send a written notice to Tenant, in the manner set forth in this Lease, setting forth the Event of Default in specific detail and the date this Lease shall terminate in the event Tenant does not cure the default. Within thirty (30) days following receipt of a default notice, Tenant shall have cured the default to the reasonable satisfaction of Landlord. In the event Tenant fails to cure the Event of Default within thirty (30) days, this Lease shall be deemed to be terminated with no further action by the Landlord, other than providing final written notice to the defaulting party that the Event of Default has not been cured and that the Lease is terminated.

15. **Vacating Premises.** The Tenant is the Transit Service Provider ("TSP") for the Indian River County. Should the Tenant cease acting as the TSP for the County, then this Lease shall terminate. In the event of this Lease terminating due to the Tenant ceasing to act as the TSP for Indian River County, Tenant shall have ninety (90) days to vacate the Leased Premises. During this period, Tenant understands that another community transportation coordinator may have to use the Leased Premises and Tenant agrees not to interfere with the new TSP's activities.

16. **Assignments or Encumbrances.** Tenant shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Lease, or sublet the Leased Premises or any part thereof (any one of the foregoing events hereinafter referenced as an "Assignment"), without the prior written consent of Landlord which consent may be granted, conditioned, or withheld at Landlord's sole discretion for any reason. Any such attempted Assignment without Landlord approval shall be null and void.

17. **Attorney's Fees and Costs.** In the event there arises any dispute or litigation over the terms and conditions of this Lease, each party shall bear its own attorney's fees, costs, and expenses to resolve that dispute.

18. **Notices.** Any notices which are required, or which either party may desire to serve upon the other parties, shall be in writing and shall be deemed served when hand delivered, by courier such as Fed Ex or UPS, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to the parties at:

Tenant: Senior Resource Association, Inc.
Attn: Karen Deigl
694 14th Street
Vero Beach, FL 32960

Landlord: Indian River County
Attn: County Administrator
1801 27th Street
Vero Beach, FL 32960

These addresses may be changed by any party by providing written notification to the other parties.

19. **Right of Quiet Enjoyment.** If and so long as Tenant performs all of its obligations under this Lease, Landlord covenants that Tenant shall and may quietly hold and enjoy the Premises, subject to any provisions of this Lease, applicable laws, ordinances, and governmental regulations, and to any governmental actions, and to any taking under the power of eminent domain.

20. **Inspection.** The Landlord may enter and inspect the Premises with reasonable notice at all reasonable hours to ensure the premises is being properly maintained and kept in good condition.

21. **Jurisdiction.** This Lease Agreement shall be governed by the laws of the State of Florida and any and all legal action instituted because of this Lease shall be instituted in Indian River County.

22. **Waiver of Strict Compliance.** Each right, power and remedy of the Landlord and Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. Landlord's acceptance of rent does not waive any uncured delinquency or default by Tenant.

23. **Prior Agreements.** This Lease incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Lease that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

24. **Severability.** If any term, covenant or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable for the remainder of this Lease, then the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each and every other term and provision of this Lease shall be deemed valid and enforceable to the fullest extent permitted by law.

25. Survival. Except as otherwise expressly provided herein, each obligation in this

Agreement to be performed by Tenant shall survive the termination or expiration of this Agreement.

26. **Execution.** This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by their respective duly authorized representatives as of the date first set forth above.

SENIOR RESOURCE ASSOCIATION, INC

INDIAN RIVER COUNTY, FLORIDA
Board of County Commissioners

By: _____
Karen Deigl, President/CEO of the
Senior Resource Association, Inc.

By: _____
Joseph E. Flescher, Chairman,
Board of County Commissioners

Date Approved: _____

Date Approved: _____

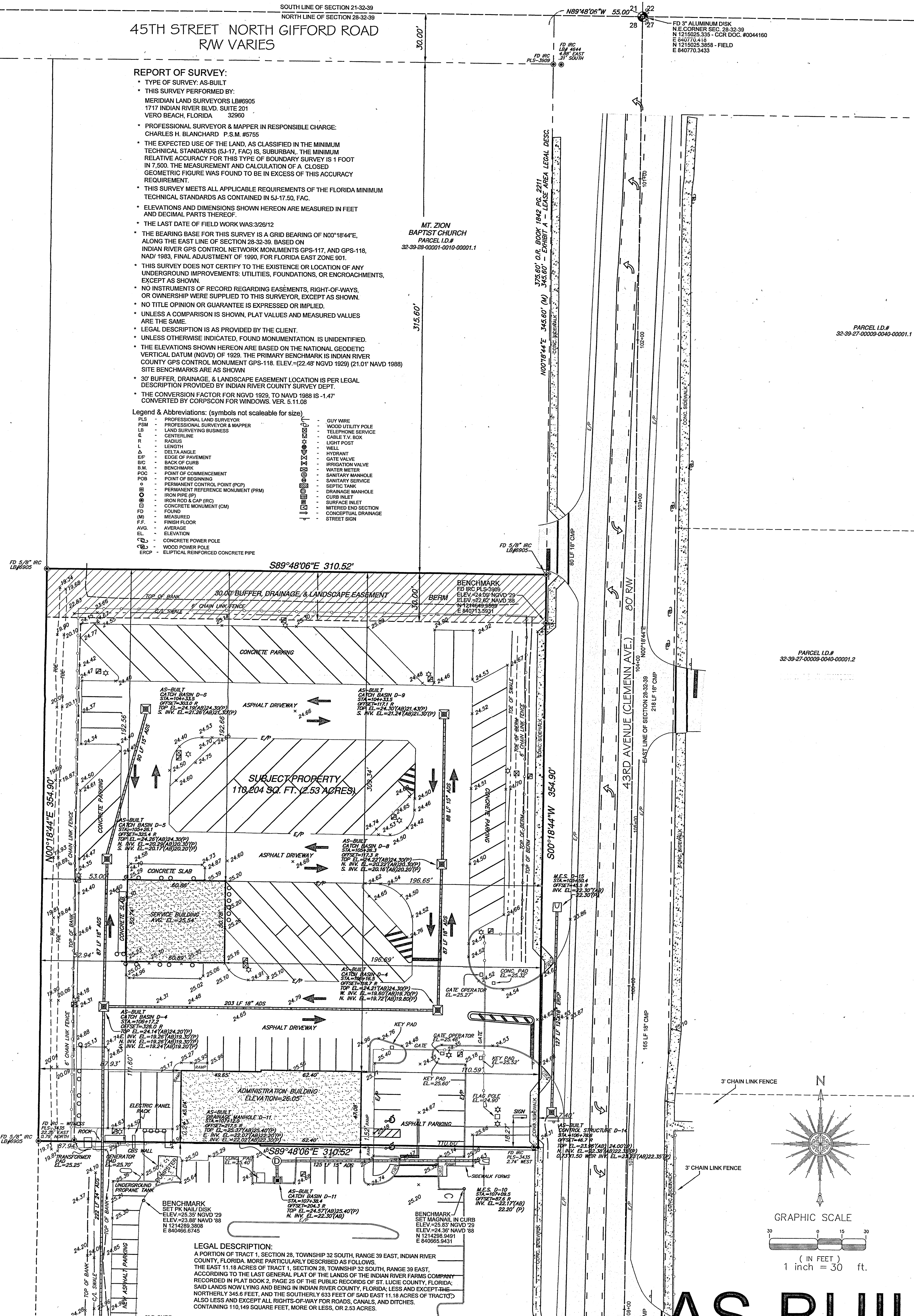
Attest: Ryan L. Butler
Clerk of Court and Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Susan J Prado
Deputy County Attorney

Exhibit 'A'



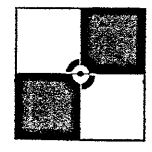
AS-BUILT

PLAT OF SURVEY FOR:

INDIAN RIVER COUNTY TRANSIT FACILITY

PAVING AND DRAINAGE

MERIDIAN
LAND SURVEYORS
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960
Phone: 772-794-1213
Fax: 772-794-1096
Email: lb6905@bellsouth.net



NO.	DATE	DESCRIPTION	BY

TYPE: AS-BUILT

PROJECT# 10-011

DATE: 2/20/12

DRAWN BY: E.J.H.


CHECKED BY: C.H.B.

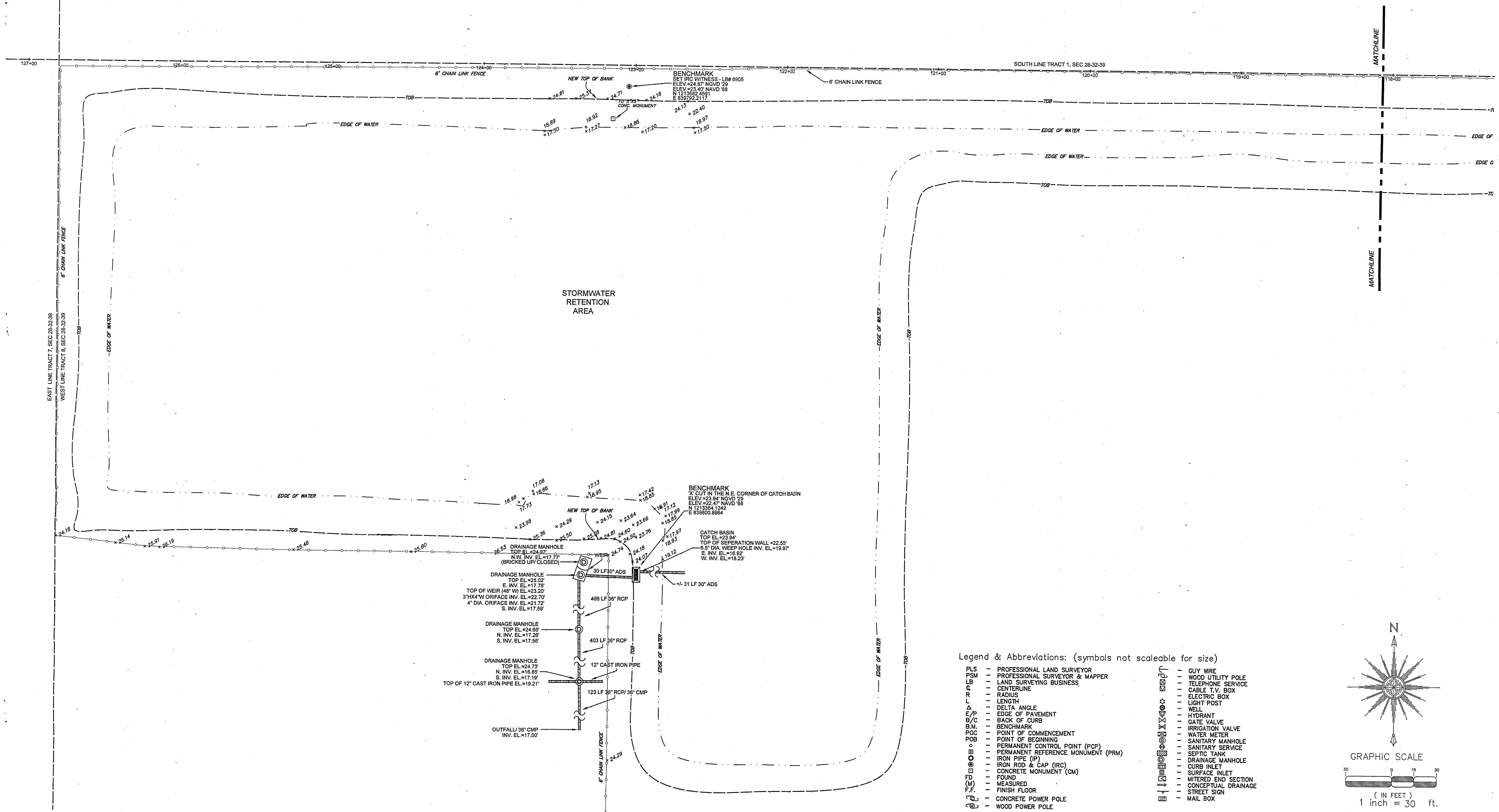
SCALE: 1:30

F.B. 168 PG. 62

SHEET: 1 OF 3

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

 4-3-12
CHARLES H. BLANCHARD P.S.M. #5755

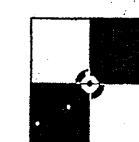


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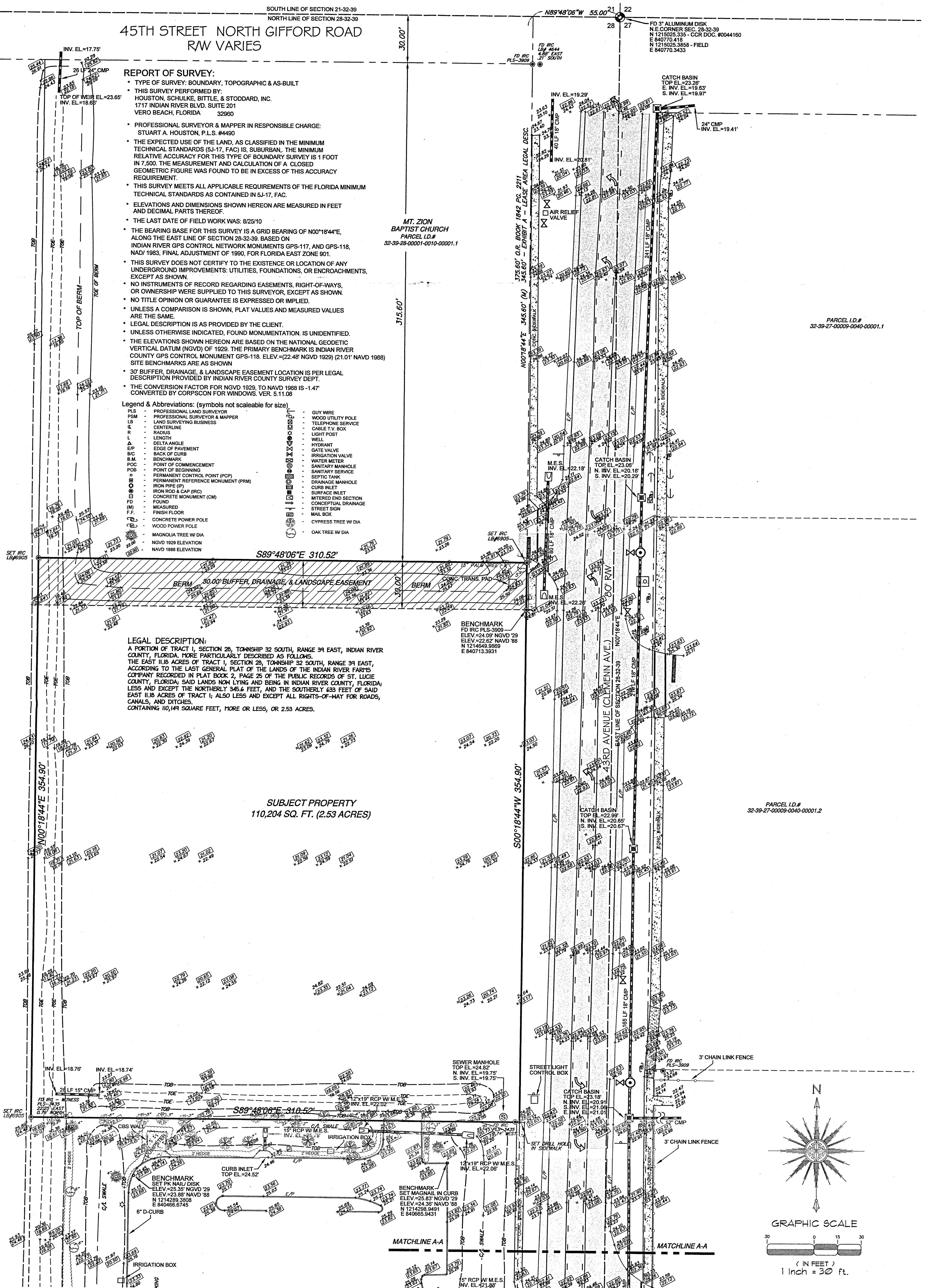
INDIAN RIVER COUNTY TRANSIT FACILITY PAVING AND DRAINAGE



MERIDIAN
LAND SURVEYORS
1717 Indian River Blvd., Suite 201
Vero Beach, FL 32960
Phone: 772-794-1213
Fax: 772-794-1096
Email: lb6905@bellsouth.net



REVISIONS				TYPE: AS-BUILT	
NO.	DATE	DESCRIPTION	BY	PROJECT# 10-011	
				DATE: 2/20/12	
				DRAWN BY: E.J.H.	
				CHECKED BY: C.H.B.	
				SCALE: 1:30	
				SHEET: 3 OF 3	



PLAT OF SURVEY FOR:

INDIAN RIVER COUNTY TRANSIT FACILITY

HSBS HOUSTON, SCHULKE, BITTLE & STODDARD, INC.
PROFESSIONAL LAND SURVEYORS & MAPPERS
Certificate of Authorization: LB 6905
1717 Indian River Blvd. - Suite 201 Vero Beach, Florida 32960
phone: (772) 794 - 1213 fax: (772) 794 - 1096
e-mail: lb6905@bellsouth.net

REVISIONS			
NO.	DATE	DESCRIPTION	BY
2	8/25/10	ADD ADDITIONAL BENCHMARKS	E.J.H.
1	7/27/10	REVISE PER COUNTY COMMENTS	E.J.H.

TYPE: BOUNDARY, TOPOGRAPHIC & AS-BUILT

PROJECT# 10-011

DATE: 3/18/10

F.B. 151 PG. 25

DRAWN BY: E.J.H.

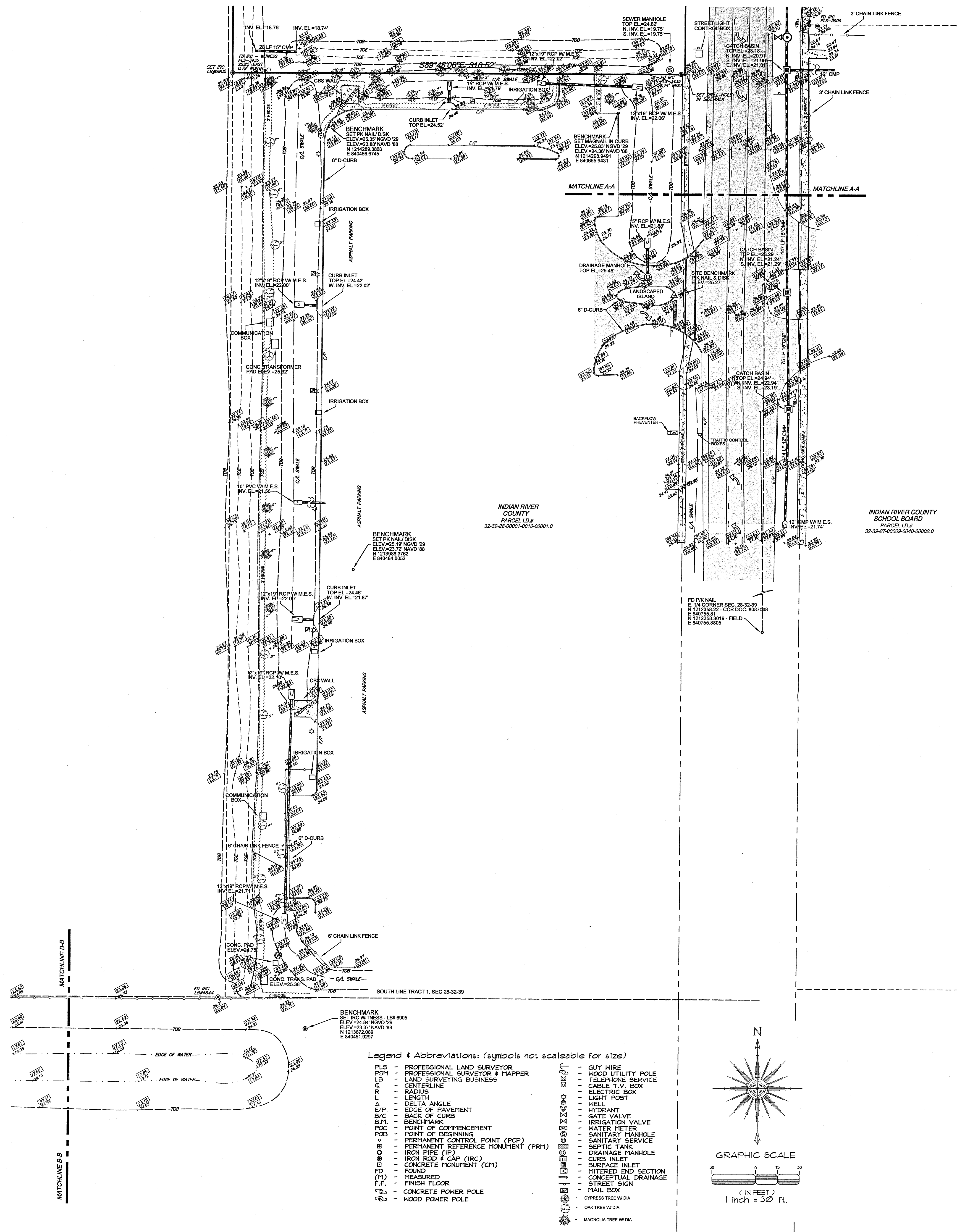
CHECKED BY: S.A.H.

SCALE: 1:30

SHEET: 1 OF 3

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

STUART A. HOUSTON, P.L.S.#4490



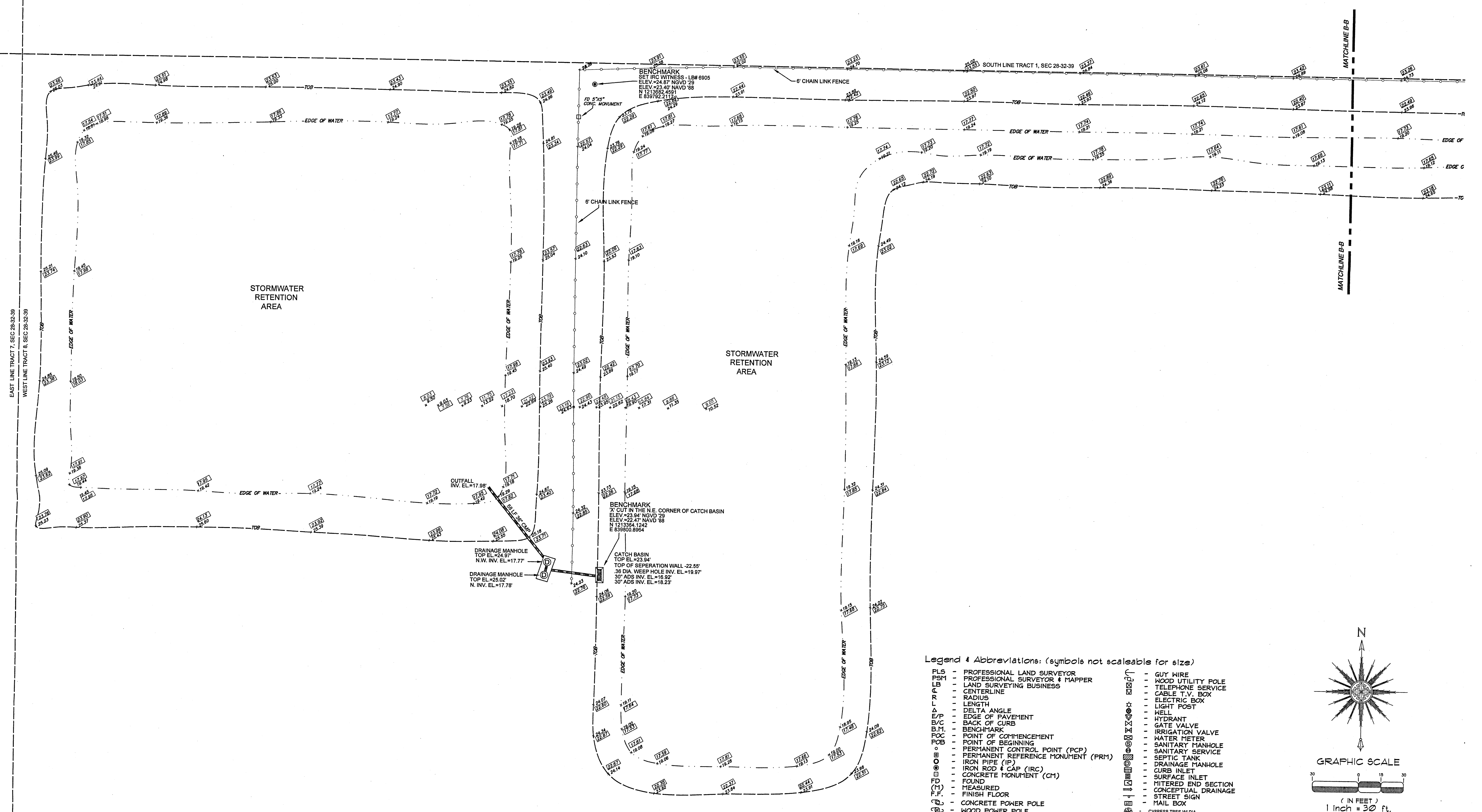
PLAT OF SURVEY FOR:

INDIAN RIVER COUNTY TRANSIT FACILITY

HSBS

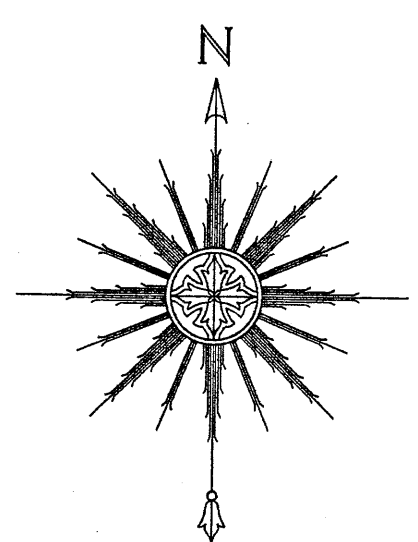
HOUSTON, SCHULKE, BITTLE & STODDARD, INC.
PROFESSIONAL LAND SURVEYORS & MAPPERS
Certificate of Authorization: LB 6905
1717 Indian River Blvd. - Suite 201 Vero Beach, Florida 32960
phone: (772) 794 - 1213 facsimile: (772) 794 - 1096
e-mail: lb6905@bellsouth.net

REVISIONS				TYPE: BOUNDARY, TOPOGRAPHIC & AS-BUILT	
				PROJECT# 10-011	
				DATE: 3/18/10	F.B. 151 PG. 25
2	8/25/10	ADD ADDITIONAL BENCHMARKS	E.J.H.	DRAWN BY: E.J.H.	
1	7/27/10	REVISE PER COUNTY COMMENTS	E.J.H.	CHECKED BY: S.A.H.	
NO.	DATE	DESCRIPTION	BY	SCALE: 1:30	SHEET: 2 OF 3



Legend & Abbreviations: (symbols not scaleable for size)

- | | |
|--|---------------------|
| PLS - PROFESSIONAL LAND SURVEYOR | GUY WIRE |
| PSM - PROFESSIONAL SURVEYOR & MAPPER | WOOD UTILITY POLE |
| LB - LAND SURVEYING BUSINESS | TELEPHONE SERVICE |
| CL - CENTERLINE | CABLE T.V. BOX |
| R - RADIUS | ELECTRIC BOX |
| L - LENGTH | LIGHT POST |
| Δ - DELTA ANGLE | WELL |
| E/P - EDGE OF PAVEMENT | HYDRANT |
| B/C - BACK OF CURB | GATE VALVE |
| B.M. - BENCHMARK | IRRIGATION VALVE |
| POC - POINT OF COMMENCEMENT | WATER METER |
| POB - POINT OF BEGINNING | SANITARY MANHOLE |
| PCP - PERMANENT CONTROL POINT (PCP) | SANITARY SERVICE |
| PRM - PERMANENT REFERENCE MONUMENT (PRM) | SEPTIC TANK |
| IP - IRON PIPE (IP) | DRAINAGE MANHOLE |
| IRC - IRON ROD & CAP (IRC) | CURB INLET |
| CM - CONCRETE MONUMENT (CM) | SURFACE INLET |
| FD - FOUND | MITERED END SECTION |
| (M) - MEASURED | CONCEPTUAL DRAINAGE |
| F.F. - FINISH FLOOR | STREET SIGN |
| CP - CONCRETE POWER POLE | MAIL BOX |
| WP - WOOD POWER POLE | CYPRESS TREE W DIA |
| | OAK TREE W DIA |
| | MAGNOLIA TREE W DIA |



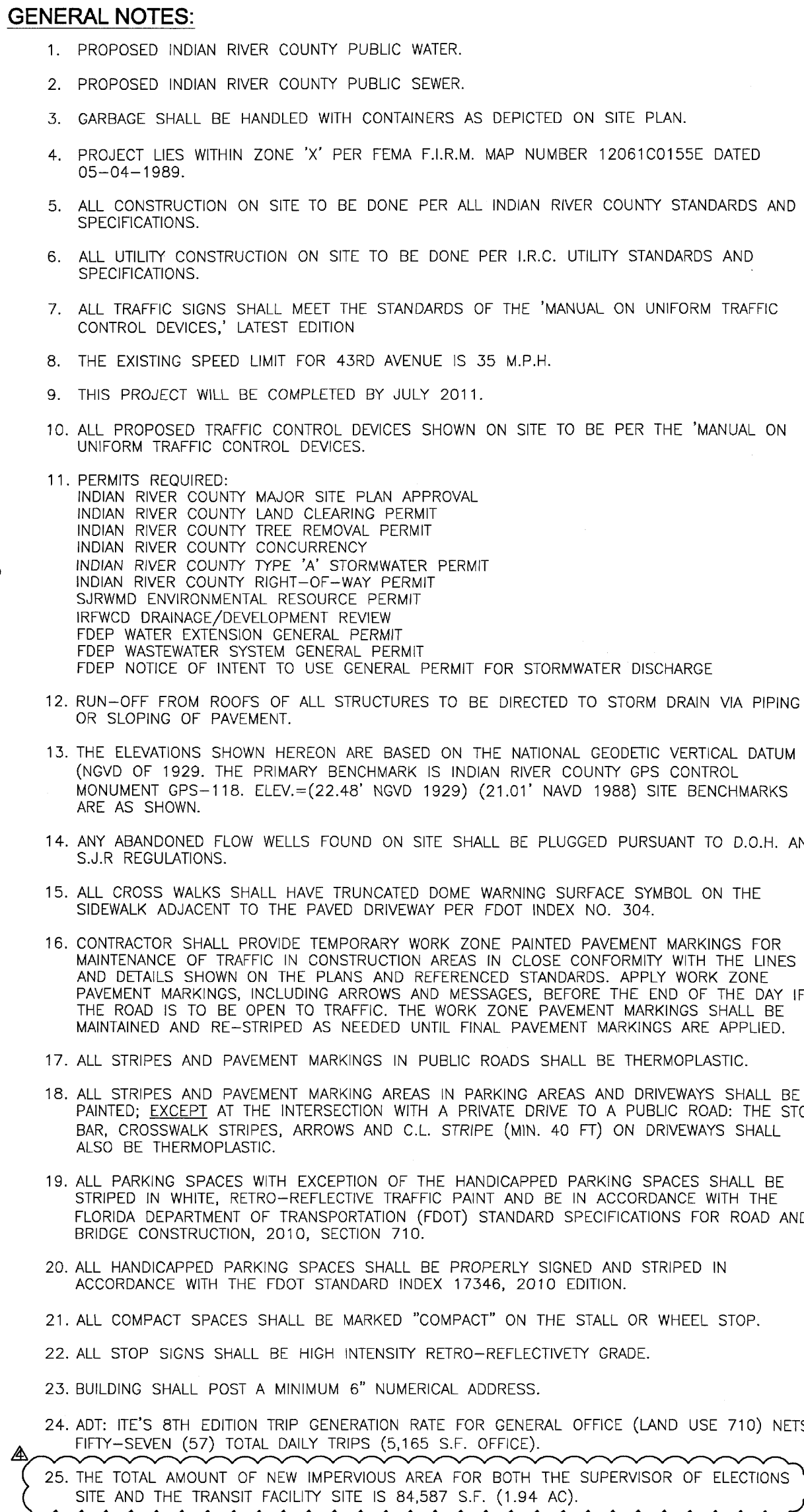
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

PLAT OF SURVEY FOR:

INDIAN RIVER COUNTY TRANSIT FACILITY

HRSBS HOUSTON, SCHULKE, BITTLE & STODDARD, INC.
PROFESSIONAL LAND SURVEYORS & MAPPERS
Certificate of Authorization: LB 6905
1717 Indian River Blvd. - Suite 201 Vero Beach, Florida 32960
phone: (772) 794 - 1213 facsimile: (772) 794 - 1096
e-mail: lb6905@bellsouth.net

REVISIONS				TYPE: BOUNDARY, TOPOGRAPHIC & AS-BUILT	
				PROJECT# 10-011	
				DATE: 3/18/10 F.B. 151 PG. 25	
2	8/25/10	ADD ADDITIONAL BENCHMARKS	E.J.H.	DRAWN BY: E.J.H.	
1	7/27/10	REVISE PER COUNTY COMMENTS	E.J.H.	CHECKED BY: S.A.H.	
NO.	DATE	DESCRIPTION	BY	SCALE: 1:30	SHEET: 3 OF 3



ENGINEER CERTIFICATION
☒ JOSEPH W. SCHULKE
 FL. REG. NO. 47048
☐ JODAH B. BITTLE
 FL. REG. NO. 57396
☐ WILLIAM J. STODDARD
 FL. REG. NO. 57605
 NOV 29 2010
 SHEET
 C-4A
 PROJECT NO.
 09-090

