

RESOLUTION NO. 2003- 120

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING A COOPERATIVE FACILITY LEASE AGREEMENT WITH THE WEST WABASSO PROGRESSIVE CIVIC CLUB, INC. AND THE DASIE BRIDGEWATER HOPE CENTER, INC., A PROGRAM OF THE SUBSTANCE ABUSE COUNCIL OF INDIAN RIVER COUNTY, INC. FOR THE USE OF THE OLD DOUGLASS SCHOOL CAFETERIA BUILDING AT THE OLD DOUGLASS ELEMENTARY SCHOOL SITE.

WHEREAS, the West Wabasso Progressive Civic Club, Inc, a Florida not for profit corporation organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 and the Dasie Bridgewater Hope Center, Inc., a Florida not for profit corporation organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, a program of the Substance Abuse Council of Indian River County, Inc. have requested the cooperative use, in conjunction with the Indian River County Recreation Department of the Old Douglass School Cafeteria Building on the Old Douglass Elementary School Site for the purpose of conducting youth activities; and

WHEREAS, the Board of County Commissioners finds that such a use of County property promotes the community interests and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board of County Commissioners of Indian River County, Florida, hereby approves and authorizes the Chairman to execute a cooperative facility use lease agreement among the Board of County Commissioners of Indian River County, Florida, the West Wabasso Progressive Civic Club, Inc and the Dasie Bridgewater Hope Center, Inc., a program of the Substance Abuse Council of Indian River County, Inc. as set out in the attached exhibit for a term of thirty (30) years at a rental rate of One Dollar (\$1.00) each per year payable in advance.

This lease is entered into pursuant to the authority of Florida Statutes sections 125.38 and 125.01.

The foregoing resolution was offered by Commissioner Neuberger and seconded by Commissioner Ginn, and, upon being put to a vote, the vote was as follows:

Chairman Kenneth R. Macht	<u>Aye</u>
Vice Chairman Caroline D. Ginn	<u>Aye</u>
Commissioner Fran B. Adams	<u>Aye</u>
Commissioner Arthur R. Neuberger	<u>Aye</u>
Commissioner Thomas S. Lowther	<u>Aye</u>

The Chairman thereupon declared the resolution duly passed and adopted this 23rd day of September, 2003.

Attest: J. K. Barton, Clerk

By Patricia M. Reddy
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By Kenneth R. Macht
Kenneth R. Macht, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Marian E. Felt
ASSISTANT COUNTY ATTORNEY

EXHIBIT A

**[COPY OF COOPERATIVE FACILITY USE LEASE
AGREEMENT]**

COOPERATIVE FACILITY USE LEASE AGREEMENT

THIS COOPERATIVE FACILITY USE LEASE AGREEMENT ("Lease") dated as of September 23, 2003 ("Effective Date") among the BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Landlord"), WEST WABASSO PROGRESSIVE CIVIC CLUB, INC., a Florida not for profit corporation (hereinafter "Civic Club"), and DASIE BRIDGEWATER HOPE CENTER, INC a Florida not for profit corporation, a program of the Substance Abuse Council of Indian River County, Inc. (hereinafter "Dasie Hope").

BACKGROUND RECITALS

A. Indian River County is authorized, pursuant to Section 125.38, Florida Statutes, to lease real property owned by Indian River County to not for profit organizations organized for the purposes of promoting community interest and welfare.

B. On January 8, 1986, the Indian River County Board of County Commissioners, as landlord, entered into a lease agreement with the Economic Opportunities Council of Indian River County, Inc. ("EOC"), as tenant, for the entire premises known as the "Old Douglass Elementary School Site" (hereinafter the "EOC Lease").

C. The EOC Lease has a twenty-year term ending January 8, 2006.

D. On November 26, 1986, the Indian River County Board of County Commissioners, as landlord, entered into a lease agreement (the "1986 Lease") with an entity called the "Wabasso Progressive Civic League, Inc." for a portion of land that may have been mis-described in the 1986 Lease and that appeared to have been leased to EOC under the EOC Lease.

E. Subsequently, the Indian River County Board of County Commissioners, as landlord, asked the "Wabasso Progressive Civic League, Inc" to quitclaim back to the County any premises that were leased under the 1986 Lease, thereby effectively terminating the 1986 Lease. At the same time, the Economic Opportunities Council of Indian River County, Inc. entered into a License with the "Wabasso Progressive Civic League, Inc." (the "1986 License") for the use of the Old Douglass School Cafeteria Building ("Cafeteria");

F. It appears that the entity called the "Wabasso Progressive Civic League, Inc." is not a Florida corporation and it further appears that there had been some long-standing confusion over the correct name of the West Wabasso Progressive Civic Club, Inc.;

G. The West Wabasso Progressive Civic Club, Inc. was incorporated as a Florida not for profit corporation on November 3, 1964 and organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

H. The Cafeteria has been used by West Wabasso Progressive Civic Club, Inc. since the 1986 Lease and the 1986 License for the convenience, benefit, and welfare of the public. In coordination with the Indian River County Recreation Department, the Cafeteria is also used for recreational and sporting activities and events after school, in the evenings, and on weekends.

I. The Dasie Bridgewater Hope Center, Inc. a Florida not for profit corporation organized exclusively for religious, charitable, scientific, literary, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, now wishes to share the use of the Cafeteria with the West Wabasso Progressive Civic Club, Inc. and the Indian River County Recreation Department.

J. The Indian River County Board of County Commissioners, the Economic Opportunities Council of Indian River County, Inc., and the West Wabasso Progressive Civic Club, Inc. all desire to eliminate the confusion engendered by the 1986 License and the 1986 Lease by creating a landlord/tenant relationship between the Indian River County Board of County Commissioners and the West Wabasso Progressive Civic Club, Inc. for the Cafeteria and certain associated land, as more particularly described herein.

K. The Indian River County Board of County Commissioners as landlord and the Economic Opportunities Council of Indian River County, Inc. as tenant have agreed to amend the EOC Lease: i) to "drop-out" the Cafeteria and certain associated land from the EOC Lease; and, ii) to delineate clearly the remaining premises leased from the Indian River County Board of County Commissioners as landlord to the Economic Opportunities Council of Indian River County, Inc., as tenant under the amended EOC Lease.

L. As of the Effective Date of this Lease and the Effective Date of the amended EOC Lease, each of the 1986 Lease and the 1986 License will be deemed terminated.

M. The EOC, the West Wabasso Progressive Civic Club, Inc., the Indian River County Recreation Department, and the Dasie Bridgewater Hope Center, Inc. all would like to have the West Wabasso Progressive Civic Club, Inc., the Indian River County Recreation Department, and the Dasie Bridgewater Hope Center, Inc. all share in the use of the Cafeteria.

N. Landlord desires to allocate the use of the Leased Premises (as such term is hereinafter defined) among the Indian River County Recreation Department, Civic Club, and Dasie Hope on the terms and conditions set forth herein and the Indian River County Recreation Department, Civic Club, and Dasie Hope desire to have the cooperative joint use of the Leased Premises from Landlord on the terms and conditions set forth herein.

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

1. **BACKGROUND RECITALS.** The Background Recitals are true and correct and form a material part of this Lease.

2. LEASED PROPERTY.

2.1. **General.** The Landlord hereby leases to Civic Club and Dasie Hope, and Civic Club and Dasie Hope each hereby lease from Landlord, the real property located in Indian River County, Florida, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein in its entirety, together with the Old Douglass School Cafeteria Building, and other improvements, buildings, and facilities situated thereon (all of the foregoing collectively referenced as the "Leased Premises"). The parties acknowledge and agree that the building known as the "Old Douglass School Building" is not a part of the leasehold estate granted under this Lease.

2.2. **Additional Uses and Rights.** Landlord hereby grants to Civic Club and Dasie Hope the following general uses and rights, all of which shall be non-exclusive on the site generally known as the Old Douglass Elementary School Site: The general use, in common with others, of certain portions of the Old Douglass Elementary School Site, including all necessary roadways, sidewalks, and parking facilities connected to the Leased Premises, all as more specifically depicted on Exhibit "B" attached hereto and by this reference incorporated herein in its entirety. In addition, the parties acknowledge and agree that the right to use the basketball court, as more specifically depicted on Exhibit "B", is granted by Landlord on a cooperative basis to Civic Club, Dasie Hope, the Indian River County Recreation Department, and the Economic Opportunities Council of Indian River County, Inc.

3. **TERM.** The initial term of this Lease shall be thirty (30) years commencing September 23,, 2003 and terminating on September 30, 2033 ("Expiration Date"). Each of Civic Club and Dasie Hope shall have the option to renew this Lease including all terms, conditions, covenants, warranties and representations herein, for one (1) additional ten (10) year term; provided, however, that either Civic Club or Dasie Hope, or both, gives Landlord written notice of such parties' intent to exercise its respective right to renew this Lease ninety (90) days prior to the Expiration Date; and further provided that the party requesting the renewal is not in default under any of the terms, conditions, or covenants under this Lease. The parties acknowledge and agree that Civic Club and Dasie Hope each have the independent right to request renewal of this Lease, with or without the consent or approval of Civic Club or Dasie Hope, as the case may be.

4. **RENT.** The rent for the Leased Premises shall be One Dollar (1.00) per year for each year of the term of this Lease, payable in advance on September 1 of each year of the term of this Lease Civic Club by each of Civic Club and Dasie Hope.

5. USE OF LEASED PREMISES.

5.1. **General.** During the term of this Lease, Civic Club shall use the Leased Premises for the public purposes provided by the West Wabasso Progressive Civic Club, Inc. at the Leased Premises. During the term of this Lease, Dasie Hope/Substance Abuse Council shall use the Leased Premises for the public

purposes provided by the Dasie Bridgewater Hope Center, Inc. at the Leased Premises. When used by Civic Club or Dasie Hope, the Leased Premises shall be open to the public on a nondiscriminatory basis without regard to age, physical disability, sex, race, religion, color, creed, national origin, or ancestry.

5.2. **Shared Use.** Civic Club acknowledges and agrees that the Indian River County Recreation Department and the Dasie Bridgewater Hope Center, Inc. shall have the right to the use of the Leased Premises on a cooperative basis with Civic Club. Dasie Hope acknowledges and agrees that the Indian River County Recreation Department and the West Wabasso Progressive Civic Club, Inc. shall have the right to the use of the Leased Premises on a cooperative basis with Dasie Hope and the Indian River County Recreation Department. Each of Civic Club and Dasie Hope hereby agree to continue to allow the use of the Leased Premises by the Indian River County Recreation Department on a cooperative basis with Civic Club and Dasie Hope.

5.3. **Prohibition on Alcoholic Beverages.** Civic Club and Dasie Hope each acknowledge and agree that they are prohibited from selling, having, using, or providing, or allowing the sale, use, or provision of, any alcoholic beverages of any nature whatsoever from, in, around, or in connection with, the Leased Premises.

6. **LEASED PREMISES LEASED "AS IS".** Civic Club and Dasie Hope each acknowledge and agree that the Leased Premises is being leased "as is" and that Landlord makes no warranty or guarantee of the condition of the Leased Premises or any of the improvements thereon. Civic Club and Dasie Hope each acknowledge and agree that they have examined the Leased Premises and have determined that the Leased Premises are suitable for the respective purposes of Civic Club and Dasie Hope.

7. **COMPLIANCE WITH LAWS.** Civic Club and Dasie Hope each shall comply with all of the ordinances, codes, rules, and regulations of the County, and any federal or state laws, rules, regulations, requirements, orders, or codes that may pertain or apply to their respective use of the Leased Premises.

8. **MAINTENANCE AND REPAIRS.** Civic Club and Dasie Hope each agree to make any and all repairs and improvements to the Leased Premises and further agree to keep the Leased Premises in a safe, clean and attractive condition during the term of this Lease. Landlord agrees to mow and maintain the grass and fields. Civic Club and Dasie Hope each agree to maintain the exterior of the Cafeteria building. Upon the final expiration, or sooner termination of this Lease, Civic Club and Dasie Hope each, as the case may be, shall surrender the Leased Premises quietly and peaceably in substantially the same condition as it was at the outset of this Lease, reasonable wear and tear and damage by the elements excepted.

9. CONSTRUCTION; INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.

9.1. **Equipment and Fixtures.** Civic Club and Dasie Hope each shall have the right to install on the Leased Premises such equipment, fixtures and other items

necessary or convenient for its use of the Leased Premises. All equipment and property purchased by Civic Club or Dasie Hope and placed in, on, or about the Leased Premises, including equipment not affixed to the realty, shall remain the property of Civic Club or Dasie Hope, respectively. Either Civic Club or Dasie Hope may remove such property on or before the termination of the Lease, provided that if removal results in damage to any part of the Leased Premises, Civic Club or Dasie Hope, as the case may be, shall return the Leased Premises to a condition suitable for the original intended use of that part of the Leased Premises. In addition, any and all personal property not attached or installed in any building or structure shall remain the property of Civic Club or Dasie Hope, as the case may be, and may be removed on or prior to termination of this Lease.

9.2. Construction. All buildings, structures and improvements constructed, erected, installed, placed upon, or otherwise added to the Leased Premises by Civic Club or Dasie Hope will immediately become the property of the County upon the issuance of the Certificate of Occupancy and will remain the property of the County upon termination of this Lease for any reason. Civic Club and Dasie Hope each acknowledge and agree that any and all improvements allowed to be constructed upon the Leased Premises shall be completed at the sole cost and expense of either Civic Club or Dasie Hope, respectively, as the case may be. All such improvements, including drainage and landscaping, shall be of attractive construction and first-class design and 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 County. Full and complete plans and specifications for all improvements shall be submitted to and subject to the written approval of the County prior to the commencement of construction.

10. PUBLIC UTILITIES. Civic Club and Dasie Hope each will pay, within the time allowed for payment without penalties, all charges for water, electricity, sewerage, trash disposal, and any and all other public or private utilities which may arise from their respective use of the Leased Premises.

11. INDEMNIFICATION. Civic Club shall indemnify, defend and hold harmless the Landlord, its officials, officers, agents, servants, and employees from and against any and all claims, liabilities, losses damages, costs (including all attorneys' fees, court costs and all other legal expenses at any and all stages of mediation or litigation including any and all appeals), or causes of action which may arise, directly or indirectly, from any misconduct or negligent act or omission of Civic Club, its officers, agents, servants, or employees in the operation of the Leased Premises, or otherwise in connection with this Lease. Dasie Hope shall indemnify, defend and hold harmless the Landlord, its officials, officers, agents, servants, and employees from and against any and all claims, liabilities, losses damages, costs (including all attorneys' fees, court costs and all other legal expenses at any and all stages of mediation or litigation including any and all appeals), or causes of action which may arise, directly or indirectly, from any misconduct or negligent act or omission of Dasie Hope, its officers, agents, servants, or employees in the operation of the Leased Premises, or otherwise in connection with this Lease. The Landlord shall not be liable for any

damage or injury which may be sustained by any party or persons in, at, on, or about the Leased Premises.

12. **INSURANCE.** Civic Club and Dasie Hope each shall carry the following insurance coverage and each shall furnish the Landlord with a certificate of such coverage:

12.1. **Workers' Compensation.** Workers' Compensation shall be provided for all employees. Coverage shall be for the statutory limits in compliance with all state and federal laws. The policy shall include Employer's Liability with a limit of \$100,000 per accident.

12.2. **Commercial General Liability.** Commercial general liability coverage shall be per occurrence Combined Single Limit for Bodily Injury and Property Damage including Premises and Operations. The minimum limit of liability insurance for the Leased Premises shall be \$300,000.00. 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.

12.3. **Special Requirements.** Ten days prior to the commencement of operations, a certificate of insurance shall be provided to the Landlord's Risk Manager for review and approval. The certificate shall provide for the following: (a) Indian River County shall be named as an "Additional Insured" on the general liability policy; and (b) Indian River County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance. Such notice shall be in writing by certified mail, return receipt requested, and addressed to the Landlord's Risk Manager.

12.4. **Right of Review.** Landlord, by and through its Risk Management Department, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this Lease. In such event, Landlord shall provide each of Civic Club and Dasie Hope with separate written notice of such adjusted limits and each of Civic Club and Dasie Hope shall comply within thirty (30) days of receipt thereof. The failure by either Civic Club or Dasie Hope to provide such additional coverage shall constitute a default by Civic Club or Dasie Hope, as the case may be, and shall be grounds for automatic termination of this Lease as to such defaulting party only.

13. **RIGHT TO INSPECT.** The Landlord may enter and inspect the Leased Premises at all reasonable hours to ensure the Leased Premises are being properly maintained and kept in good condition.

14. **PROHIBITION ON ASSIGNMENT, SUBLEASE, OR ENCUMBRANCE.**

Neither Civic Club nor Dasie Hope shall, 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 the 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.

15 **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.

16. **NOTICE.** 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, or when actually received via U.S. Mail, postage prepaid, return receipt requested, addressed to the parties at:

West Wabasso Progressive Civic Club, Inc.
P.O. Box 786
Wabasso, Florida 32970

Dasie Bridgewater Hope Center, Inc.
8465 62nd Ave.
8466 Wabasso FL 32970

Such notices to Landlord shall be addressed as follows:

Board of County Commissioners of Indian River County
Attention: Cliff Crawford, Director, Department of Recreation
1840 25th Street
Vero Beach, Florida 32960

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

17. **TERMINATION OF 1986 LEASE.** From and after the Effective Date of this Lease, the 1986 Lease shall have no further force and effect.

18. **NON-DISCRIMINATION.** Civic Club and Dasie Hope, as a part of the consideration for this Lease, do each hereby respectively covenant and agree that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use or operation of the Leased Premises, the Douglass School Cafeteria Building, or any of the programs or opportunities of Civic Club or Dasie Hope that are conducted in, on, or at the Leased Premises, on the basis of age, gender, disability, race, color, creed, national origin, religion, or ancestry.

19. **AUDIT REQUIREMENTS.** Dasie Hope acknowledges and agrees that: (i) it is required to have an audit completed by an independent certified public accountant at the end of the Dasie Hope's fiscal year; (ii) a copy of such audit must be submitted to the Indian River County Office of Management and Budget within 120 days after the end of the it's fiscal year; (iii) if the Budget Office has any questions regarding a part of the financial statements, audit comments, or notes, a letter requesting clarification may be sent to Dasie Hope/Substance Abuse Council, and Dasie Hope shall timely respond, or cause a response to be made; and (iv) if Dasie Hope/Substance Abuse Council receives a qualified opinion from it's independent auditor, this will be reported to the Indian River

County Board of County Commissioners and Landlord reserves the right to declare this Lease to be in default as to Dasie Hope only.

20. **TERMINATION BY LANDLORD FOR DEFAULT.** 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 corporate status by either Civic Club or Dasie Hope;
- 2) Institution of proceedings in bankruptcy, by or against either Civic Club or Dasie Hope if such proceedings continue for a period of ninety (90) days and are not dismissed, or any assignment by either Civic Club or Dasie Hope for the benefit of creditors;
- 3) Abandonment by either Civic Club or Dasie Hope of the Leased Premises, or discontinuance of operations by either Civic Club or Dasie Hope at the Leased Premises for more than ten (10) consecutive days;
- 4) 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 Civic Club or Dasie Hope, either individually or jointly; provided, however, that a default by one party shall not be deemed to be a default by the other party ; or
- 5) Failure to pay when due any rent, or any other expense which could result in a lien being placed upon the Leased Premises.

20.1 Upon the occurrence of an Event of Default, the Landlord shall send a written notice to Civic Club and Dasie Hope, as the case may be, 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 the defaulting party does not cure the default.

20.2 Within thirty (30) days following receipt of a default notice, the defaulting party shall have cured the default to the reasonable satisfaction of Landlord.

20.3 In the event the defaulting party 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.

21. **TERMINATION BY CIVIC CLUB OR DASIE HOPE.** Civic Club and Dasie Hope each shall have the right, upon providing thirty (30) days prior written notice to the Landlord in the manner set forth in this Lease, to terminate this Lease at any time after the occurrence of one or more of the following events:

- 1) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Leased Premises for the purposes of operating the programs

of either the West Wabasso Progressive Civic Club, Inc. or the Dasie Bridgewater Hope Center, Inc., and such injunction remains in force for a period of more than sixty (60) calendar days; or

2) A breach by the Landlord of any of the terms, covenants or conditions contained in this Lease to be performed by the Landlord and the failure of the Landlord to remedy such breach for a period of thirty (30) calendar days after receipt of written notice thereof.

22. **QUIET ENJOYMENT.** If and so long as Civic Club and Dasie Hope perform all of their respective obligations under this Lease, Landlord covenants that Civic Club and Dasie Hope shall and may quietly hold and enjoy the Leased Premises, subject to any applicable laws, ordinances, and governmental regulations, and to any governmental actions, and to any taking under the power of eminent domain.

23. **GOVERNING LAW.** This Lease 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.

24. **CUMULATIVE REMEDIES; NON-WAIVER.** Each right, power and remedy of the Landlord, Civic Club, and Dasie Hope 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 either Civic Club or Dasie Hope

25. **ENTIRETY OF LEASE.** 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.

26. **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.

27. **CAPTIONS.** Captions in this Lease are included for convenience only and are not to be considered in any construction or interpretation of this Lease or any of its provisions.

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

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: *Kenneth R. Macht*
Kenneth R. Macht, Chairman
BCC approval date: 09-23-2003

ATTEST:

By: *Jeffrey K. Barton*
for Jeffrey K. Barton
Clerk of Court

Approved by:

James E. Chandler
James E. Chandler
County Administrator

Approved as to form and legal sufficiency:

By: *Marian E. Fell*
Marian E. Fell
Assistant County Attorney

West Wabasso Progressive Civic Club, Inc.

By: *Eugene Douglas*
Eugene Douglas, President

Witnessed by:

Signature: *Lea R. Keller*

Printed name: LEA R. KELLER

Signature: *Sandra L. Wright*

Printed name: SANDRA L. WRIGHT

Dasie Bridgewater Hope Center, Inc.

By: *Verna Wright*
Verna Wright, President

Witnessed by:

Signature: *Lea R. Keller*

Printed name: LEA R. KELLER

Signature: *Jocelyn Ramirez*

Printed name: Jocelyn Ramirez

Indian River Co.	Approved	Date
Admin.	<i>JSC</i>	9/17/03
Legal		
Budget	<i>CV</i>	9/17/03
Dept.	<i>twg</i>	9/16/03
Risk Mgr.	<i>Bygones</i>	9/17/03

NOTES:

- 1.) This sketch is not a Boundary Survey.
- 2.) Exhibit only, does not constitute a Legal Description of lands or area.
- 3.) Purpose of this Exhibit is to illustrate area of proposed lease and or use area.
- 4.) Surface Features shown hereon are relative to actual conditions on the ground on June, 2003

ABBREVIATIONS

- P.B. = Plat Book
- PG. = Page
- R/W = Right-of-Way
- O.R.B. = Official Record Book
- I.R.C.R. = Indian River County Records

PREPARED BY:

Michael O'Brien P.S.M.
 Indian River County Surveyor
 Date: September 18th, 2003

GRAPHIC SCALE

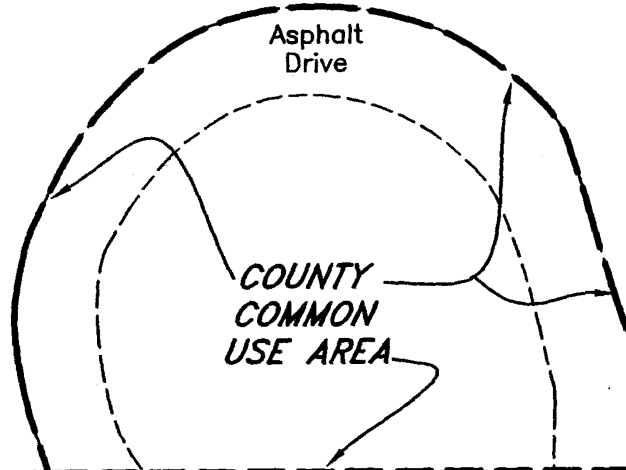
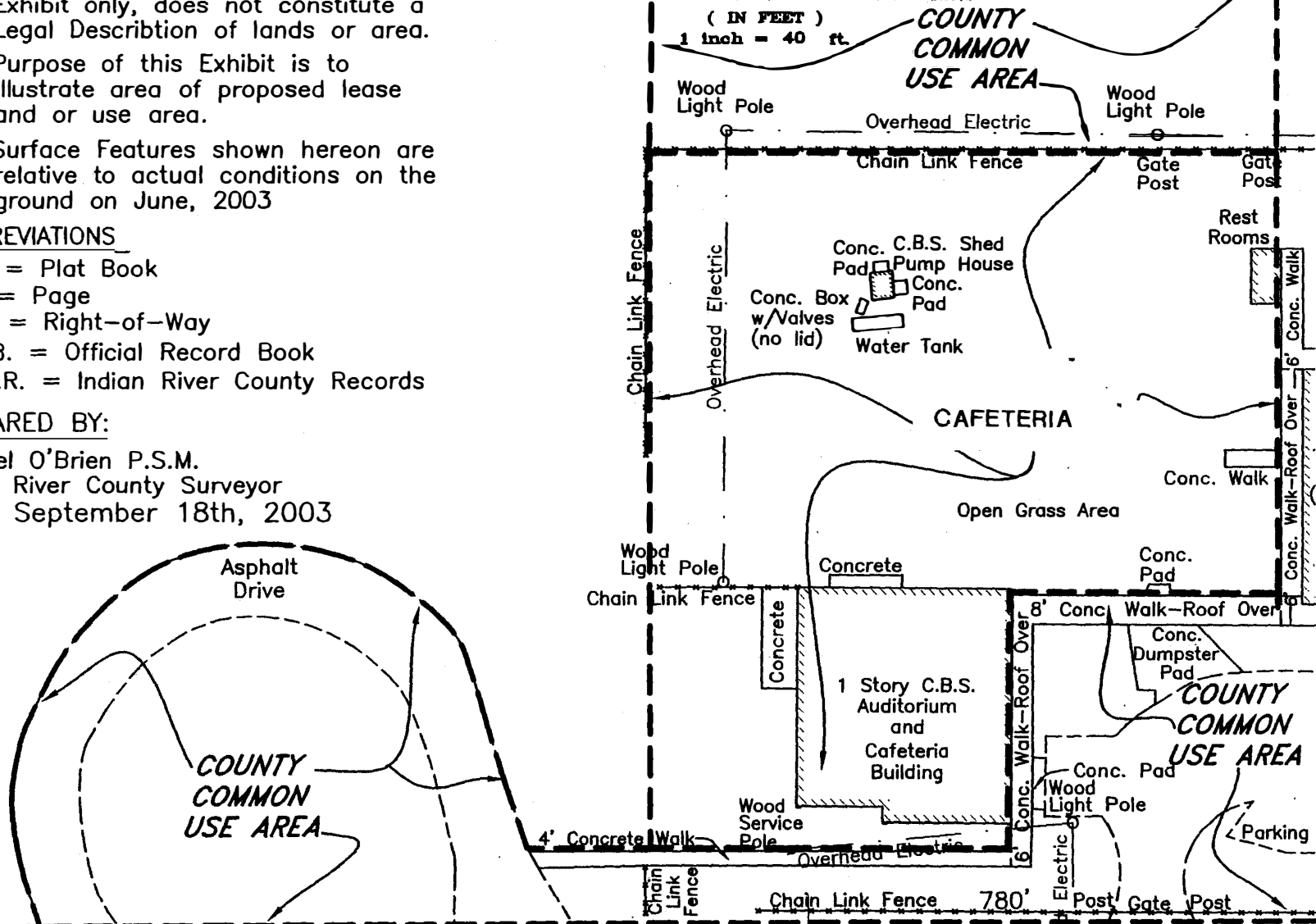


EXHIBIT "A"

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

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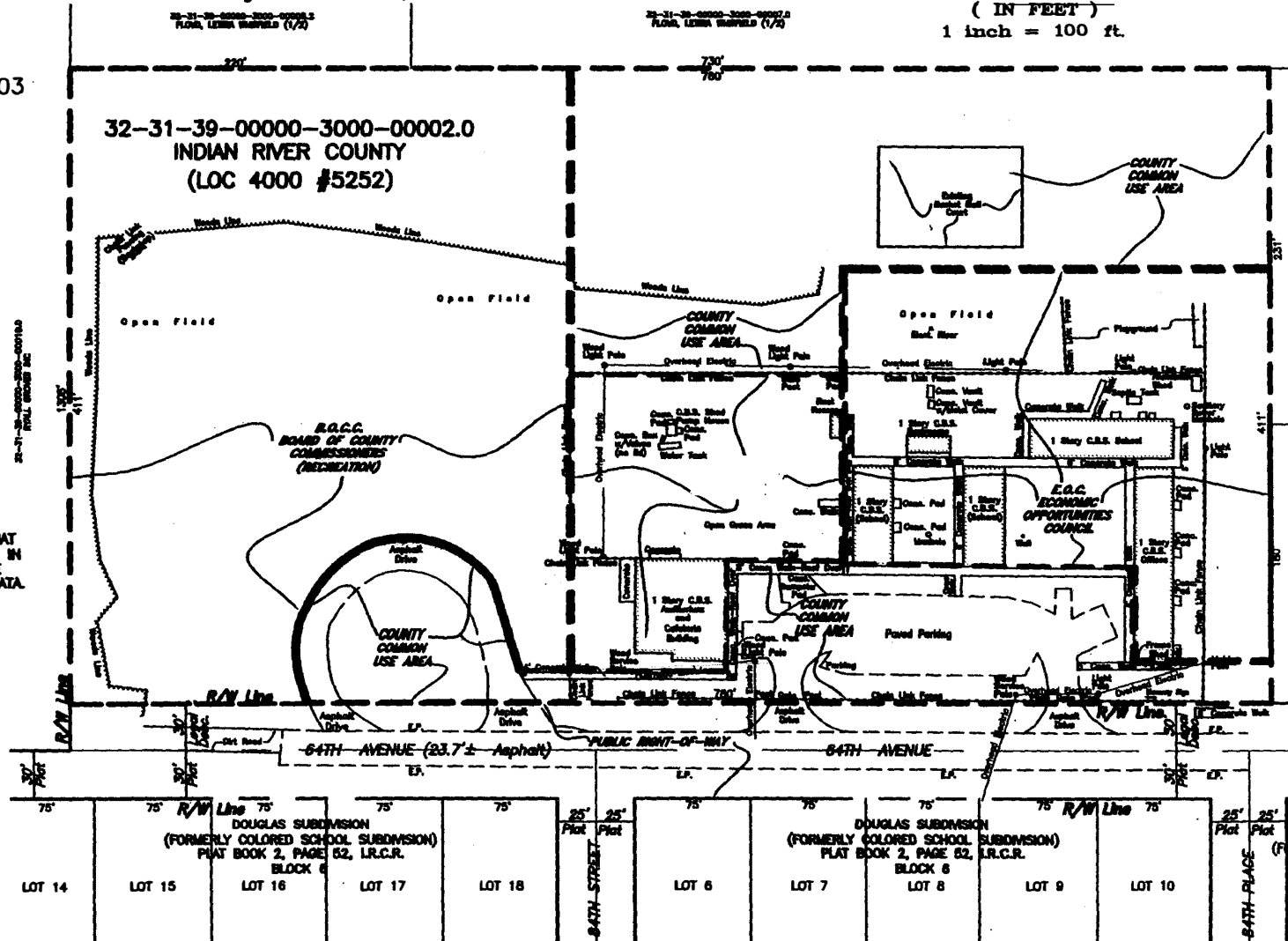
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

PREPARED BY:

Michael O'Brien P.S.M.
Indian River County Surveyor
Date: September 18th, 2003



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EXHIBIT "B"

VIEW OF OVERALL SITE USE



INDIAN RIVER COUNTY 1840 2206 SURVEY VERO BEACH, FL 32980 (772) 567-9000		6-18-03 0362	SPECIFIC LAND USE EXHIBIT OF OLD DOUGLASS SCHOOL SITE, WABASSO	SHEET 1 OF 1
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