

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is entered into as of the \_\_\_\_\_ day of January, 2017 by and between the **Indian River County Emergency Services District**, a dependent taxing district of the Board of County Commissioners (“Landlord”) whose address is 1801 27<sup>th</sup> Street, Vero Beach, FL 32960-3365 and the **Indian River County Historical Society, Inc.**, a Florida not for profit corporation, whose address is 2336 14<sup>th</sup> Avenue, Vero Beach, FL 32960 (“Tenant”).

**WHEREAS**, Landlord purchased the four acre property located at the northwest corner of 43<sup>rd</sup> Avenue and 4<sup>th</sup> Street in 2008, and has now constructed Fire Station 13 on the property; and

**WHEREAS**, the property contains a fire look-out tower that was used to spot forest fires and a small accessory building at the foot of the tower and both buildings have historical value; and

**WHEREAS**, the Board recognizes the importance and value of historical buildings and wishes to preserve their character; and

**WHEREAS**, the Indian River County Historical Society, Inc. (Tenant) is a not for profit corporation dedicated to promote historical sites in Indian River County; and

**WHEREAS**, Tenant proposes to install web cams on the tower and broadcast the video to screens in the renovated small accessory building to simulate what it is like to be on top of the fire tower looking for evidence of wildfires back when the tower was in its first years of existence;

**NOW THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROPERTY, TERM AND RENT.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following real property, including the fire lookout tower, the small accessory building and adjacent parking area including the facilities located thereon, which property is located at the northwest corner of 43<sup>rd</sup> Avenue and 4<sup>th</sup> Street, herein after referred to as the “Tower Parcel” and is more particularly described as follows:

See Exhibit “1” attached hereto

(“leased premises”).

The term of this lease shall be ten (10) years commencing on January 17, 2017 and terminating on January 16, 2027. The term is subject to one (1) ten (10) year renewal period upon the mutual agreement of the parties. Rent for the entire lease term shall be \$1.00 per year, plus applicable sales or use tax.

2. **USE OF PREMISES.** Tenant shall use the leased premises solely as an educational exhibit for demonstrating the historical aspects of forest fire detection and wild land firefighting in Florida, and other educational purposes but for no other purposes, without landlord's permission. Without limitation, Tenant shall not use or permit any part of the premises to be used for any illegal, immoral or improper purpose, or in any manner which creates a nuisance, disturbance or annoyance to other persons or properties in the vicinity of the leased premises.

3. **CLIMBING AND USE OF THE TOWER.** Tenant's contractors and engineers are the only persons authorized to climb and inspect the tower. Tenant's guests, visitors, invitees or the general public are not authorized to climb the tower. Tenant shall make specific improvements to prohibit persons from climbing the tower whenever directed by Landlord.

4. **HAZARDOUS MATERIALS.** Tenant shall not bring upon the leased premises any materials or substances which are listed as a "hazardous material" or a "hazardous substance," or having an equivalent designation, under any applicable local, state or federal law or regulation.

5. **PROPERTY LEASED "AS IS".** The premises are leased in "as is" condition, without warranty or representation as to the condition or suitability of the premises or any improvements thereon. Tenant has examined the leased premises and agrees that they are acceptable and suitable for Tenant's purposes.

6. **MAINTENANCE AND REPAIRS.** Tenant shall maintain the interior and exterior of the leased premises including parking areas, in a safe, clean and attractive condition, and shall make all necessary repairs so that the leased premises are maintained during the term of the lease in substantially the same condition as they were at the beginning of the lease, reasonable wear and tear excepted. Tenant shall surrender the leased premises at termination or expiration of the lease, in substantially the same condition as they were at the beginning of the lease, reasonable wear and tear excepted.

7. **LANDLORD'S RIGHT TO INSPECT/REPAIR.** Landlord may enter and inspect the leased premises at any time upon reasonable notice to determine whether the premises are being maintained and repaired in accordance with this lease. Landlord shall have the right, but not the obligation, to make any repairs to the lease premises which Tenant has failed to make, and which, in the sole discretion of Landlord, are necessary to protect and preserve the leased premises.

8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations or improvements (work) to the leased premises without the express written consent of Landlord. All work shall be carried out by licensed and insured contractors, naming the Landlord as an additional insured.

a. All plans for work proposed for the accessory building shall be approved in advance by the Landlord.



b. Prior to any alterations to the tower, Tenant shall provide to Landlord a signed and sealed report from an engineer licensed in the State of Florida as to the soundness of the tower, the tower cab and the tower steps and the repair necessary to make those parts of the tower sound. The report shall specify whether installation of web cams or antennae on the tower is advisable, and if so, where the web cams or antennae should be installed. Tenant shall be responsible for all permitting necessary for any work performed on the tower.

c. Prior to issuance of a certificate of occupancy, Tenant, at its sole cost and expense, shall install a septic system at the site. The system shall comply with all State and local Department of Health regulations. Tenant shall be responsible for all maintenance on the system and keep it in compliance with all regulations, including periodic and/or necessary pump outs.

d. Prior to issuance of a certificate of occupancy, Tenant, at its sole cost and expense, shall cause the leased premises to be connected to electricity in compliance with all State and local regulations.

e. Prior to issuance of a certificate of occupancy, Tenant, at its sole cost and expense, shall cause the leased premises to be connected to County water in compliance with all State and local regulations.

**9. INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.**

Tenant shall have the right to place on the leased premises such equipment and other items necessary or convenient for Tenant's use of the premises. All equipment and items purchased by Tenant and placed in, on, or about the leased premises, shall remain the property of Tenant. Tenant may remove such equipment or items on or before the termination or expiration of this lease. Notwithstanding the above, if installation of any equipment or item requires any significant alteration or modification of the premises, such equipment or item shall not be installed without the express written approval of the Landlord. Also, if removal of any equipment or items causes damage to the leased premises, such equipment or item shall not be removed unless, immediately following removal, Tenant restores the premises to substantially the same condition as they were at the beginning of the lease. Tenant shall remove all of Tenant's personal property which is not attached or affixed to the leased premises prior to termination or expiration of the lease.

**10. PUBLIC UTILITIES AND NON-AD VALOREM.** Tenant shall pay, within time allowed for payment without penalties, all non-ad valorem taxes, all charges and fees for water, wastewater, garbage or trash removal, electricity and all other public utilities incurred with respect to the leased premises during the lease term, including impact fees and Equivalent Rate Units (ERUs) if applicable.

**11. INSURANCE.** Tenant, at its own expense, shall obtain and maintain the following insurance coverages with respect to the leased premises during the lease term:

**11.1 Liability Insurance.** Tenant shall obtain and maintain a Tenant Comprehensive General Liability policy and a Fire Legal Liability policy, each with coverage

limits of no less than \$200,000 per person and \$300,000 per occurrence. Indian River County Emergency Services District shall be listed as an additional named insured on each policy.

**11.2. Casualty Insurance.** Tenant shall obtain and maintain a fire and extended coverage casualty insurance policy with coverage limits of no less than \$200,000. Indian River County Emergency Services District shall be listed as an additional named insured on such policy.

**11.3. Special Insurance Requirements.** No later than ten (10) days prior to Tenant's occupancy of the leased premises, Tenant shall provide a certificate of insurance for each policy described above to Landlord, meeting the following requirements:

**A.** Indian River County Emergency Services District shall be listed as an "Additional Insured" on each policy, and

**B.** Indian River County Emergency Services District shall be given thirty (30) days notice prior to cancellation or modification of each policy. Such notice shall be in writing by certified mail, return receipt requested, and addressed to the Risk Manager, Indian River County, Florida, 1801 27<sup>th</sup> Street, Vero Beach, FL 32960-3365.

**11.4. Lapse in Coverage.** If Tenant allows any insurance coverage required by this lease to lapse, expire or be canceled, such event shall be an immediate event of default, and shall be grounds for eviction.

**12. ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, sublease or transfer any part of this Lease or the leased premises, without the prior written consent of Landlord.

**13. NO MORTGAGE.** Tenant shall not mortgage, pledge or grant a lien upon any portion of the leased premises, or Tenant's leasehold interest in the leased premises.

**14. TENANT'S COMPLIANCE WITH APPLICABLE LAW.** Tenant and its agents, employees and volunteers shall comply with all applicable local (including, without limitation, the Indian River County Code of Ordinances), state and federal laws and regulations applicable to the leased premises and Tenant's occupancy of the leased premises.

**15. DEFAULT.** Each of the following shall constitute an event of default: (a) the failure by Tenant to pay rent when due, (b) the failure by either party to comply with any other material provision of this lease. Upon the occurrence of a default, the non-defaulting party shall be entitled to all remedies in law or in equity, including, without limitation, termination of the lease and eviction from the leased premises; provided, however, that an event of default shall not be grounds for termination or eviction, unless, with respect to the non-payment of rent (sub-section (a) above), such non-payment continues for seven (7) days after receipt, delivery to the leased premises or posting on the leased premises of written notice demanding payment of such rent, and, with respect to the failure to comply with any other material provision of this lease (sub-section (b) above), such failure continues for fifteen (15) days after receipt, delivery to the leased premises or posting on the leased premises of written notice demanding compliance.



**16. TERMINATION OF LEASE.** This lease shall terminate upon the earlier of the following: (a) expiration of the lease term, without renewal or extension set forth in writing and signed by both parties, (b) damage or destruction of the leased premises, or any material part thereof, which, in the sole discretion of Landlord, renders the premises unfit or not suitable for continued occupancy by Tenant. Landlord shall not be required rebuild, repair or replace such damaged premises or part thereof, (c) the occurrence of an event of default resulting in termination; or (d) Inspection of the tower reveals it to be in a condition whereby its use should be discontinued or it should be taken down.

**16.1 Reduction in size of Leased Premises.** Tenant acknowledges that Landlord has future plans to widen 43<sup>rd</sup> Avenue and expand the intersection of 43<sup>rd</sup> Avenue and 4<sup>th</sup> Street. Preliminary construction plans call for part of the parking area that makes up the leased premises to be used for right-of-way and/or stormwater retention. Landlord shall be entitled to reduce the size of the leased premises with ninety (90) days' notice to Tenant. Tenant acknowledges that it will not be compensated by Landlord for the reduction in the leased premises and waives its right, if any, to compensation by signing this lease. Landlord shall not be responsible to provide for additional leased area to Tenant, but, shall work with the Tenant to provide a place near to the Premises for bus parking and turnaround that does not interfere with the ingress or egress of the emergency vehicles at the adjacent fire station.

**17. NOTICE.** Any notice required by this lease, or which either party may desire to serve upon the other, 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, as to

(A) Landlord: Indian River County Emergency Services District  
Attention: County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960-3365

(B) Tenant: Indian River County Historical Society, Inc.,  
2336 14<sup>th</sup> Avenue  
Vero Beach, FL 32960

The above addresses may be changed by either party by written notice to the other party.

**18. ENTIRE AGREEMENT.** This written lease agreement shall constitute the entire agreement of the parties with respect to the leased premises and Tenant's occupancy of the leased premises. No other statement, representation or prior agreement shall have any force or effect, unless set forth herein.

**19. TIME OF THE ESSENCE.** Time shall be of the essence with respect to each and every matter set forth herein.

**20. LANDLORD'S CONSENT/APPROVAL.** In each instance in which Landlord's consent or approval is required in this lease, such consent or approval may be granted or approved in Landlord's sole discretion.

21. **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 regarding radon and radon testing may be obtained from your county health department.

**IN WITNESS WHEREOF,** the undersigned have affixed their hands and seals at Vero Beach, Indian River County, Florida, as of the day and year first above written.

**INDIAN RIVER COUNTY  
EMERGENCY SERVICES DISTRICT**

**ATTEST:** Jeffrey R. Smith, Clerk of Court and  
Comptroller

By: \_\_\_\_\_  
**Joseph E. Flescher, Chairman**

By: \_\_\_\_\_  
Deputy Clerk

**Approved by the District: January 24, 2017.**

**Approved:**

\_\_\_\_\_  
Jason E. Brown, County Administrator

**Approved as to Form and Legal Sufficiency:**

  
\_\_\_\_\_  
William K. DeBaal, Deputy County Attorney

**Indian River County Historical Society, Inc.**

\_\_\_\_\_  
**Carolyn Bayless, President**

**Signed, sealed and delivered in the presence of:**

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_



**LEGAL DESCRIPTION: HISTORICAL SOCIETY LEASE**

A PARCEL OF LAND LYING IN TRACT 8, SECTION 16, TOWNSHIP 33 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF THE INDIAN RIVER FARMS COMPANY RECORDED IN PLAT BOOK 2, PAGE 25 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING IN INDIAN RIVER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 33 SOUTH, RANGE 39 EAST (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 8) AS SHOWN ON THE INDIAN RIVER COUNTY "DIVISION OF FORESTRY: 4TH ST. /43RD AVE BOUNDARY & TOPOGRAPHIC SURVEY", INDIAN RIVER COUNTY PROJECT NUMBER 0740 AND CERTIFIED ON MAY 5, 2008 BY MICHAEL O'BRIEN, P.S.M. 6118, AND RUN N0°14'13"E, ALONG THE EAST LINE OF SAID SECTION 16 AND THE EAST LINE OF TRACT 8, A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET; THENCE LEAVING SAID SECTION LINE, RUN N89°32'17"W, PARALLEL WITH AND 60.00 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 8, A DISTANCE OF 25.00 FEET TO A POINT ON THE INTERSECTION OF THE EXISTING WEST RIGHT-OF-WAY LINE OF 43RD AVENUE (PER P.B. 11, PG. 15) AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET (PER O.R.B. 215, PG. 525) AS SHOWN ON AFOREMENTIONED INDIAN RIVER COUNTY SURVEY; THENCE CONTINUE N89°32'17"W, ALONG THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET, RUN N0°27'43"E, PERPENDICULAR TO THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 114.00 FEET TO A POINT; THENCE RUN N89°32'17"W, PARALLEL WITH AND 114.00 FEET NORTH OF THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 87.00 FEET TO A POINT; THENCE RUN S0°27'43"W A DISTANCE OF 114.00 FEET TO A POINT ON THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET; THENCE RUN S89°32'17"E, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE OF 4TH STREET, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,918.0 SQUARE FEET, MORE OR LESS, OR 0.23 ACRES.

NOTES

1. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON.
2. THIS SKETCH AND DESCRIPTION MEETS OR EXCEEDS ALL APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
3. THIS SKETCH AND DESCRIPTION AND ADJOINING PARCELS MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, OR RIGHT-OF-WAYS NOT SHOWN AND MAY BE FOUND IN THE PUBLIC RECORDS.
4. THIS SKETCH AND DESCRIPTION DOES NOT REPRESENT A FIELD SURVEY. EXISTING PROPERTY CONDITIONS OR FEATURES ARE NOT SHOWN.
5. BASIS OF BEARINGS: THE EAST LINE OF SECTION 16 BEARS N0°14'13"E, AS PER "DIVISION OF FORESTRY: 4TH ST/43RD AVE BOUNDARY & TOPOGRAPHIC SURVEY", ALL OTHER BEARINGS ARE RELATIVE THERETO.
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
7. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING THE REPRODUCTION PROCESS.
8. ABOVE DESCRIBED PARCEL AS SHOWN ON THE INDIAN RIVER COUNTY "DIVISION OF FORESTRY: 4TH ST. / 43RD AVE BOUNDARY & TOPOGRAPHIC SURVEY", INDIAN RIVER COUNTY PROJECT NUMBER 0740 AND CERTIFIED ON MAY 5, 2008 BY MICHAEL O'BRIEN, P.S.M. 6118.

**THIS IS NOT A BOUNDARY SURVEY**

THIS SKETCH AND DESCRIPTION IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2 AS CREATED

INDIAN RIVER COUNTY ADMINISTRATION BUILDING  
1801 27TH STREET  
VERO BEACH, FL 32960  
(772) 567-8000



**INDIAN RIVER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION**

DRAWN BY:  
**B. ROACH**  
APPROVED BY:  
**T. CROONQUIST**

SECTION 16  
TOWNSHIP 33S  
RANGE 39E

SKETCH AND DESCRIPTION OF  
HISTORICAL SOCIETY LEASE WITHIN  
INDIAN RIVER COUNTY DEPARTMENT OF  
EMERGENCY SERVICES PROPERTY

SHEET  
**1**  
OF  
**2**

ACAD.DWG. FILE: F:\PUBLIC WORKS\ENGINEERING DIVISION\PROJECTS\0740-FORESTRY SITE-4TH ST-43RD AVE\SURVEY\0740.DWG.0740.DWG. PLOTTED 3-15-11



