CITY OF RIVIERA BEACH
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
JOINT WORKSHOP
WEDNESDAY, FEBRUARY 22, 2017
5:30 PM

AGENDA

NOTICE

NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-845-4010 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

MAYOR

THOMAS A. MASTERS

CHAIRPERSON

TERENCE "TD" DAVIS - DISTRICT 5

CHAIR PRO-TEM

KASHAMBA L. MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

LYNNE L. HUBBARD - DISTRICT 1

TONYA DAVIS JOHNSON - DISTRICT 3

DAWN S. PARDO - DISTRICT 4

ADMINISTRATION

DANNY D JONES, INTERIM CITY MANAGER

CLAUDENE L. ANTHONY, CMC, CITY CLERK

ANDREW DeGRAFFENREIDT, III, CITY ATTORNEY

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION AND PLEDGE OF ALLEGIANCE

IV. MATTERS TO BE DISCUSSED

1. PRESENTATION ON MARINE SERVICE SECTOR GROWTH AND OPPORTUNITIES BY ROBERT HEALEY AND TYLER ALTEN, AND DISCUSSION OF RELATED MARITIME ACADEMY LEASING REQUEST, SURROUNDING PROPERTIES AND RELATED ISSUES

V. BOARD COMMENTS/DISCUSSION

VI. ADJOURNMENT

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 2/22/2017

Agenda Category:

Subject: PRESENTATION ON MARINE SERVICE GROWTH AND OPPORTUNITIES BY ROBERT HEALEY AND TYLER ALTEN, AND DISCUSSION OF RELATED MARITIME ACADEMY LEASING REQUEST, SURROUNDING PROPERTIES AND RELATED ISSUES

Recommendation/Motion:

Originating Dept	INTERIM EXECUTIVE DIRECTOR	**Costs**	
User Dept.		**Funding Source**	
Advertised	No	**Budget Account Number**	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
AMENDED_Lease_with_Maritime_Academy_after_RFP_for_50_years.7.19.16_(3).pdf	AMENDED LEASE	2/17/2017	Backup Material
Maritime_Academy_Plat_and_Proposed_School_Profile_Design.pdf	MARITIME ACADEMY PLAT AND DESIGN	2/17/2017	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
CRA	Hatcher, Darlene	Approved	2/16/2017 - 4:06 PM
CRA Internal Review	Evans, Scott	Approved	2/16/2017 - 4:07 PM

LEASE BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH MARITIME ACADEMY

THIS LEASE is made this ____ day of _____, 2016 (the "**Effective Date**"), by and between the **CITY OF RIVIERA BEACH, FLORIDA**, a Florida municipal corporation (hereinafter referred to as the **"Lessor"**), and **RIVIERA BEACH MARITIME ACADEMY, CORP.**, a not-for-profit Florida corporation (hereinafter referred to as **"Lessee"**).

WITNESSETH:

WHEREAS, Lessee is a not-for-profit entity providing valuable youth educational services within the City of Riviera Beach, Florida; and

WHEREAS, Lessor and Lessee are currently parties to that certain Lease Agreement Amendment, dated August 30, 2015 (the **"Existing Lease"**), wherein the Lessee is the tenant of certain real property generally located at 251 West 11th Street, Riviera Beach, Florida (Parcel Control Number: 56-43-42-33-06-030-0010), which is more particularly described in **Exhibit "A"** attached hereto (hereinafter referred to as **"Premises"**); and

WHEREAS, Lessor has determined that it is in the best interest of the public to enter into this Lease with Lessee.

NOW, THEREFORE, this Lease of the Premises hereinafter described is granted by the Lessor and taken and accepted by the Lessee upon the rents, covenants and conditions contained in this Lease, and the Lessor and Lessee do hereby covenant and agree with each other as follows.

ARTICLE I
BASIC LEASE PROVISIONS

1.1. Recitals

The foregoing recitals are true and correct and hereby incorporated into this Lease.

1.02 Leased Premises

In consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor hereby agrees to demise and lease to the Lessee, and Lessee shall rent from Lessor, the Premises described above. The Premises and this Lease shall be subject to the following:

(a) Existing conditions, easements, rights of way, restrictions and limitations, if any, recorded in the official records;
(b) City and/or County Zoning Ordinances now existing or which may hereafter exist;
(c) All matters shown on the survey to be obtained by Lessee at its sole expense; and,
(d) All of the covenants and conditions contained in this Lease and the Existing Lease.

1.03 Parking

Parking for the use of the Premises and for the use of any Improvements, Alterations and any parts thereof to be constructed upon the Premises shall be located on the Premises and constructed and maintained by Lessee at its sole expense.

1.04 Length of Term and Effective Date

The term of this Lease (the "**Term**") shall be for a period of fifty (50) years commencing from the Effective Date. If construction of the Improvements is not commenced by 18 months after the Effective Date or if construction of the Improvements is not completed by December 31, 2018, then at Lessor's option upon thirty (30) days written notice to Lessee, this Lease shall be converted into a lease under the terms of the Existing Lease with a term ending as of the first day of July next following said notice from the Lessor. Notwithstanding the foregoing, if Lessee shall have commenced construction of the Improvements but shall not have completed same by December 31, 2018, Lessee may request one additional six (6) month extension of time to complete construction, which request shall not be unreasonably denied as long as construction is being continuously pursued.

1.05 Upon the Effective Date

Upon the Effective Date of this Lease, Lessee shall assume all responsibility, obligation and liability for the Premises as stated in this Lease and Lessee shall obtain and maintain all such insurance policies as required hereunder and also such additional insurance as, in Lessee's professional judgment, should be obtained and maintained. Further, upon the Effective Date of this Lease, Lessee and its agents, professionals, contractors, subcontractors, suppliers and third parties related to the design and construction of the Improvements and its officers and employees shall have the right of access to and throughout and use of the Premises for the purposes of planning and designing the Improvements to be constructed on the Premises. Lessee, at its sole cost and expense, shall make application and obtain all necessary local, state and federal governmental approvals including, but not limited to, such land use and zoning approvals, as may be required under customary and routine regulations and procedures, from the City of Riviera Beach and the Community Redevelopment Agency necessary for use of the Premises by the Lessee. In no event shall Lessor, due to any provision of this Lease, be obligated to take any particular action with regard to regulatory approvals, except to review, in a timely manner, applications submitted by Lessee in accordance with its established processes and in accordance with the applicable provision of law.

1.06 Omitted

1.07 Acceptance of Premises

The Lessee acknowledges that Lessor leases the Premises to Lessee in their "as is" condition, and that Lessor shall have no duty, obligation or liability whatsoever to repair, refurbish or maintain the Premises whether prior to the Effective Date or during the Term of this Lease. Lessee waives the provision of any law, or any right Lessee may have under common law, permitting Lessee to make any repair at Lessor's expense, or to offset the cost of same against any Rent or other sums which may be payable under this Lease.

1.8. Lessor's Designate Representative

As used herein, the Lessor's designated representative shall be the City Manager or such other person as the City Manager may designate from time to time. Unless specifically stated otherwise in this Lease, Lessor's designated representative shall have no authority or right to modify or amend this Lease or interpret or construe any of the covenants or conditions of this Lease. Said authority and right shall rest solely with the City of Riviera Beach City Council as the Lessor.

ARTICLE II
RENT

2.01 Annual Rent

The rent payable in advance by Lessee beginning on the Effective Date for the Term of this Lease for the use and occupancy of the Premises (the "**Rent**") is One Dollar ($1.00) per annum. Lessee is a tax exempt entity as evidenced by tax exemption #85-8015737726C-7. No sales or use tax shall be included or charged with Rent or any other payment required of Lessee pursuant to this Lessee, unless required by law. If so required, the Lessee shall pay for such taxes as may be required by law. Payment of Rent will be mailed to Lessor on the Effective Date and each year thereafter at the address provided herein for Lessor.

2.02 Triple Net Lease

This Lease shall be deemed and construed to be a "triple net lease" and Lessee shall pay to Lessor absolutely net throughout the Term of this Lease, the Rent and other payments, if any are due hereunder, free of any charge, assessments, impositions, expenses, deduction or set off, and under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties shall the Lessor be expected or required to make any payment of any kind whatsoever (unless to be reimbursed by Lessee) or be under any obligation or liability as to the Premises except as otherwise specifically stated in this Lease; and, Lessee agrees to pay all costs and expenses of every kind and nature whatsoever arising out of or in connection with the Premises which arise or become due from the Effective Date of this Lease and throughout the Term of this Lease, and which, except for the execution and delivery hereof, would or could have been payable by the Lessor, and except as otherwise provided in this Lease.

ARTICLE III
USE OF PREMISES, CONDUCT OF BUSINESS, AND CONSTRUCTION OF IMPROVEMENTS BY LESSEE

3.01 Purpose and Use

Lessee shall use and occupy the Premises for the purpose of operating a school or schools (currently, the Riviera Beach Maritime Academy, a charter high school) in accordance with the laws and regulations of the School District of Palm Beach County and the State of Florida, and/or for providing educational programs and/or for other public purposes, with attendant offices and meeting rooms necessary to provide educational programs, and for no other purpose or use whatsoever, without the prior written consent of the Lessor. Lessee is also bound by 501C(3) purposes and its charters. The Lessee shall not use the Premises for any purpose that conflicts with the purposes set

forth herein.

3.02 Conduct

Lessee shall not commit waste on the Premises, nor maintain, commit or permit the maintenance or commission of a nuisance thereon, or use the Premises for an unlawful purpose or unpermitted purpose. Lessee acknowledges that it, its agents, professionals, contractors, subcontractors, suppliers and third parties and its officers and employees and the Premises shall from the Effective Date of this Lease and throughout the Term of this Lease be in full compliance with all federal, state and local statutes, laws, rules and regulations, and shall be properly licensed by all applicable authorities including, but not limited to, as may be required for the lawful operation of the Premises as a school serving children and as otherwise pertain to Lessee's use of the Premises.

3.03 Improvements by Lessee

Lessee agrees to perform, at its own cost and expense, all planning, designing, construction and all other work (or the management thereof) necessary to fully construct, equip and maintain the Premises for Lessee's permitted use of the Premises as specified in Section 3.01 of this Lease. Specifically, Lessee shall construct a school constituting approximately 30,000 square feet (+/-), together with appurtenant offices, parking and exterior improvements (the "**Improvements**").

3.04 Planning and Construction Approval Process

The parties agree that the construction of any Improvements shall be subject to the customary and routine procedures, as applicable, for submission of any plats, plans, specifications or applications for permits in order to comply with applicable codes, laws or regulations of the City of Riviera Beach, the Community Redevelopment Agency, or another governmental agency having any jurisdiction over the Premises. Lessee agrees to provide Lessor's designated representative with a copy of all approvals, and not less than thirty (30) days prior to the start of any construction, Lessee shall provide Lessor with a complete copy of all construction documents. In no event shall Lessor, due to any provision of this Lease, be obligated to take any particular action with regard to regulatory approvals, except to review, in a timely manner, applications submitted by Lessee in accordance with its established processes and in accordance with the applicable provision of law.

3.05 Design Review and Approval

Design and construction of the Improvements shall be consistent with any prior approved submittals of Lessee to Lessor and Lessor shall have the right, in its reasonable discretion, to reject any aspect of subsequent design that in any material way varies from the prior approved submittals. Construction is not to commence on any Improvements, Alterations or any parts thereof until the Lessor has reviewed and approved the final plans and specifications and only after approvals and permits have been secured from any and all governmental agencies having any jurisdiction over the Premises. Any material variations in the final plans and specifications after written confirmation from the Lessor must be re-approved by the Lessor.

3.06 Miscellaneous Construction Issues

(a) Lessee's construction of the Improvements shall be deemed completed upon the issuance of a Certificate of Occupancy for the Improvements.

(b) In the event a construction lien is filed against the Premises, Lessee shall comply with all applicable provisions of Florida Statutes, Chapter 713, Part I. Lessee, within sixty (60) days after notice from the Lessor or other notice sent directly to Lessee, shall discharge, or shall have construction lien transferred to bond, any construction liens for materials or labor claimed to have been furnished to the Premises on the Lessee's behalf and to indemnify, defend and save Lessor harmless from and against any damage or loss incurred by the Lessor as a result of any such construction lien. Prior to commencement of any Improvements, or Alterations to the Premises, Lessee shall give notice to any contractor, subcontractor, supplier or materialman in privity with Lessee that no right of action against the Lessee, contractor or surety shall involve the Lessor, as a public authority, in any expense pursuant to Section 255.05, Fla. Stat.

(c) After completing construction of the Improvements, any construction, installation, alteration, addition, improvement or other physical change to the Premises or the Improvements ("**Alterations**") requiring a building permit shall require the prior written consent of Lessor, whose consent shall not be unreasonably withheld. Lessee shall submit plans for Lessor's approval of all such Alterations.

(d) Lessor, as the City of Riviera Beach having jurisdictional control over some aspects of the construction of the Improvements and any Alterations thereafter, retains the right to exercise such jurisdictional authority over the Premises and construction of the Improvements and Alterations consistent with its Charter, Code of Ordinances, Resolutions or other policies, including, but not limited to, issuing appropriate “stop work” orders.

(e) Lessee agrees to permit the Lessor’s building and fire inspectors, code enforcement officers, and other authorized building or fire department representatives, agents and employees, access to and right of entry onto the Premises and Improvements, Alterations or any part thereof before, during and after construction for the purposes of monitoring, observing, inspecting and making inquiries in order for the Lessor to determine compliance with this Lease, the approved plans and specifications and any other matter as required by local law, resolution or policy. It is understood by the parties that such activity does not relieve the Lessee of its responsibility for constructing and completing the Improvements or Alterations (or management thereof) pursuant to the covenants and conditions of this Lease and that the Lessor’s failure to make such on-site inspections or inquiries shall not constitute a waiver or otherwise limit the Lessor’s rights in or the covenants and conditions of this Lease.

(f) Lessee shall be responsible for repairing or paying for the repair of any damaged curbs, sidewalks, landscaping or roads caused by the Lessee or its contractors during construction of the Improvements or Alterations to the Lessor’s property.

(g) Lessee shall at all times keep any construction area including storage areas and access areas, free from accumulations of waste, debris and rubbish and otherwise maintain the Premises in accordance with all applicable laws including, but not limited to, the City of Riviera Beach’s Code of Ordinances.

(h) All easements including, but not limited to, utility easements, desired or necessary for construction by Lessee or otherwise on the Premises by Lessee shall be subject to the Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessee

is expressly prohibited from granting any easements without the prior written approval of the Lessor. Any easement not approved in writing by the Lessor shall be void and without legal effect.

(i) Lessee is encouraged to utilize local businesses and small, minority and women owned businesses in all of Lessee's contracting and subcontracting opportunities in planning, designing, constructing and maintaining the Premises, Improvements and Alterations.

(j) During the construction of the Improvements and Alterations, Lessee shall find suitable alternative parking for construction workers, employees, and visitors if parking is inadequate on the site. Said alternative parking arrangements must be submitted to and approved by Lessor.

(k) Lessee desires to construct a school constituting approximately 30,000 square feet (+/-), together with appurtenant offices, parking and exterior improvements (the "**Improvements**") on the Premises as shown on the preliminary site plan attached hereto as **Exhibit "B".** These **Improvements** shall be contingent upon site plan approval which meets the City's Code of Ordinances, which will be the standard site plan approval per the City's Code of Ordinances, process presented before the City Council.

3.07 Damage to Premises, Hazardous Substances and Environmental Audit

(a) Lessee shall not do, or suffer to be done, in, on or upon the Premises or as affecting said Premises or adjacent properties, any act which may result in damage to the Premises or adjacent properties, or any part thereof.

(b) Lessee shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of Lessee's failure to comply with this paragraph, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the Premises, and (2) all off-site ground and surface waters and lands affected by Lessee's such failure to comply, as may be necessary to bring the Premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Lessee's obligations set forth in this Section shall survive the termination or expiration of this Lease. This paragraph shall not be construed as a

limitation upon obligations or responsibilities of Lessee as set forth herein. Nothing herein shall relieve Lessee of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by Lessee's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, Lessee shall report such violation to all applicable governmental agencies having jurisdiction, and to Lessor, all within the reporting periods of the applicable agencies.

(c) At Lessor's discretion, but only if activity on the Premises during the Lease Term provides reasonable grounds to warrant the request, Lessor may request and Lessee shall provide Lessor with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this Lease, and if necessary a Phase II environmental site assessment.

3.08 Signs, Lessee Fixtures

Lessee may install, change, remove, enlarge and alter, at Lessee's sole cost, expense and in compliance with applicable law, including without limitations the City's sign code, signs at the Premises.

3.09 Safety and Loss

In the case of accidents, thefts, labor disputes, riots, or other similar incidents, Lessee shall immediately notify Lessor and, if required, the local authorities. In the event of damage or loss not insured under the insurance required under this Lease by the Lessee or otherwise available, Lessee shall promptly remedy such condition so that same does not present a threat to public safety. The Lessee shall be responsible for the safety and security measures undertaken at the Premises. The Lessee shall at all times take all steps reasonable or necessary to avoid injury, loss or damage to persons or property on and at the Premises.

ARTICLE IV
REPAIR AND MAINTENANCE OF PREMISES

4.01 Responsibilities of Lessee

(a) Lessee at its sole cost and expense agrees to repair and maintain the Premises and keep the Improvements, Alterations and any parts thereof in good order and condition and consistent with the City's code of ordinances. Lessee's responsibility includes, but is not limited to, the repair, maintenance, and if necessary, the periodic replacement of the Improvements, Alterations or parts thereof; roof, roof drains, interior and outside walls, foundation and structural portions of any building or structure (both interior and exterior), painting all interiors and exteriors, on-site stormwater facilities, the fire sprinkler and electrical systems of the Premises, sidewalks, grounds, parking areas, driveways and access roads, landscaping, irrigation system, outdoor lighting, fencing, and the plumbing

and sewage pipes servicing the Premises and located in the Premises. Lessee will also maintain, at its sole cost and expense, the public right of way landscaping and/or grass between the side walk and the curb in front of and/or adjacent to the Property (provided that Lessee shall not have the obligation to maintain any irrigation system in such right of way which serves areas beyond the right of way area in front of the Premises). All equipment and systems shall be maintained to provide reliable service without unusual interruption, disturbing noises, exposure to fire or safety hazards and without emissions of dirt or other hazardous substances, which includes but is not limited to the repair, maintenance, and replacement if necessary, of the HVAC systems of the Premises. Lessee shall also maintain at its sole costs and expense such preventative maintenance and repairs as are required to keep any and all warranties on the HVAC, plumbing, electrical, fire sprinklers, alarm and other building systems, as well as all other warranties covering any portion of the interior of the Improvements or Alterations in good standing and in full force for the state length of such warranty.

(b) Lessee shall have the right, but not the obligation, to install, maintain and replace outdoor recreational and athletic facilities, including, without limitation, play and sports equipment, and any other such equipment which presently exists or is later installed by the Lessee on the Premises during the Term of this Lease, and shall keep the aforesaid in the same condition as it existed at the Effective Date or time of installation, normal wear and tear expected.

(c) If Lessee shall fail to properly repair or maintain any item required to be repaired or maintained by Lessee under this Lease or fails to perform or pay for services or utilities as required by this Lease, within thirty (30) days of notice from the Lessor of the need for such repair, maintenance, performance or payment, the Lessor may complete such repairs, perform the necessary maintenance, or provide or pay for services or utilities and Lessee shall reimburse the Lessor for all reasonable expenses incurred by Lessor in doing so. If the Lessee fails to respond within thirty (30) days of notice from Lessor of the need for replacement of any item required to be replaced, by setting forth a reasonable schedule for replacement acceptable to Lessor, the Lessor at its sole discretion shall undertake the replacement thereof and the Lessee shall reimburse the Lessor for all reasonable expenses incurred by Lessor in doing so. Notwithstanding the above, Lessor reserves the right to pursue termination upon default in accordance with Article IX of this Lease in the event Lessee fails to properly repair, maintain or replace any items required to be repaired, maintained or replaced or fails to perform or pay for services or utilities as required under this Lease.

4.02 Lessor's Right to Inspect and Repair

Lessor, through its authorized law enforcement officers, building inspectors, fire department employees or code enforcement officers, shall have the right, upon twenty-four (24) hours written notice to the Lessee (except that no notice need be given in case of emergency), to enter the Premises for the purposes stated in Section 3.06(e) and for the purpose of inspection and maintenance of, or the making of repairs or replacements to the Premises or the Improvements, Alterations or any parts thereof, which Lessor has the right to perform pursuant to Section 4.01, or for the purpose of complying with laws, regulations or other requirements of government authorities. Any

such entrance into the Premises by Lessor and any such inspection, maintenance, repair or replacement shall not constitute an eviction of this Lease in whole or in part. If Lessee's agents or employees are not personally present to open and permit entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Lessor or Lessor's agents may enter the same without liability therefore and without in any manner affecting the obligations and covenants of this Lease. Except as otherwise provided herein, nothing contained in this Section shall be deemed or construed to impose upon the Lessor any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises, Improvements, Alterations or any part thereof.

ARTICLE V
UTILITIES AND SERVICES

5.01 Responsibility of Lessee

(a) Lessee shall furnish, at its sole expense, all infrastructure and/or distribution lines, connections, meters, taps, etc. required to provide water, gas, electric current, oil or other forms of power, fuel or utility to the Premises. In addition Lessee shall pay charges for water, sewer, garbage and trash collection. The Lessee will pay directly to the utility company or the provider of such service any and all applicable deposits, hook-up fees and charges relative to utilities used by Lessee or consumed on the Premises. The Lessee shall ensure that public utilities necessary for the operation of the Premises, Improvements and Alterations and required in accordance with local codes are available and operable at the site throughout the Term of this Lease. Lessee shall be responsible for having all utilities turned off when this Lease expires or is terminated.

(b) Lessee, at its sole expense, shall provide for all janitorial services in and about the Premises; for all landscaping services in and about the Premises; and, shall cause all portions of the Premises to be regularly exterminated against infestation by vermin, roaches, rodents, termites or similar pests.

(c) Lessee shall assume full responsibility for and shall pay all liabilities that accrue to the Premises or to the Improvements or Alterations thereon, including, but not limited to, any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter assessed and levied against the Premises. Lessor shall provide Lessee with copy of any notices it receives regarding any assessments, taxes or liens for the Premises promptly upon receipt. Lessee shall pay all such assessments, taxes or liens coming due prior to the expiration or termination of this Lease.

ARTICLE VI
RISK OF LOSS AND INSURANCE

6.01 Insurance by Lessee

(a) All Risk: The Lessee shall, in any event and without prejudice to any other rights of the Lessor, bear all risk of loss of or damage to the Premises arising from any causes whatsoever with or without the fault of the Lessor including, but not limited to, fire; lightning; hurricane; storm; tempest; explosion; impact; aircraft; vehicles; smoke; riot; civil

commotion; bursting or overflowing of water tanks, apparatus or pipes; boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed; flood; labor disturbances; earthquake; malicious damage; or any other casualty or act of God, and shall maintain, at the Lessee's expense, at all times during the Term of this Lease (beginning on the Effective Date) an "All Risk" insurance policy against the risks enumerated above with a reputable insurance company authorized to do business in the State of Florida and of recognized responsibility. Such insurance shall be maintained at all times from the Effective Date of this Lease in an amount and form specified below in this Section 6.01. Provided always, however, that the Lessee shall bear all risk of loss of or damage to the Premises from the Effective Date of this Lease throughout the Term of this Lease for any and all liabilities and, work or responsibilities required to be performed under the covenants and conditions of this Lease. In addition, the Lessee shall maintain at its sole expense, all that insurance further required in accordance with this Section 6.01. Maintenance of the insurance required in accordance with this Section 6.01 shall effect no limitation on the Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith or negligence of the Lessee or any of its officers, agents, employees, invitees or guests or by any failure on the part of the Lessee to fully perform its obligations under this Lease.

(b) Lessee's Insurance: The Lessee at its own expense shall carry and maintain from the Effective Date of this Lease and throughout the Term of this Lease, with regard to the use of the Premises, construction, maintenance and operation of the Improvements and Alterations, the following insurance:
    (1) All Risk Property and Casualty Insurance against the risk enumerated above in this Section 6.01 in an amount at all times equal to at least ninety percent (90%) of the full replacement value of the existing structures, Improvements and Alterations to the Premises.
    (2) Public Liability and Property Damage Insurance including, but not limited to, insurance against assumed or contractual liability under this Lease with respect to the Premises, the Improvements and the Alterations, to afford protection with limits of liability in amounts approved from time to time by the Lessor, but not less than $1,000,000 in the event of bodily injury and death to any one persons in any one accident ($2,000,000 aggregate), and not less than $1,000,000 in property damage.
    (3) Worker's Compensation or similar insurance in the form and amounts required by Florida law.
    (4) All other types of Insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar facilities including, but not limited to business automobile liability insurance, and employer's liability insurance. It shall be Lessee's sole responsibility to determine whether any or all of the above insurance should be obtained and maintained from the Effective Date of this Lease. Lessee's failure to obtain and maintain insurance from the Effective Date of this Lease shall be at its sole risk and expense.

(c) Contractor Insurance: After the Effective Date and during the entire Term of this Lease, Lessee shall require any general contractor performing any work on the Premises to carry

and maintain at no expense to the Lessor:

(1) Comprehensive General Liability Insurance including, but not limited to, contractor's liability coverage and contractual coverage of at least $1,000,000 with respect to personal injury or death, and $1,000,000 with respect to property damage;

(2) Worker's compensation or similar insurance in the form and amounts required by Florida law.

(d) Policy Provisions: All insurance which this Lease requires the Lessee and its contractors to carry and maintain or causes to be carried or maintained pursuant to this Section 6.01 shall be in such forms, for such amounts, for such periods of time and with such insurers as the Lessor shall approve. All insurance policies required hereunder shall be written by insurance companies with a minimum rating of "A" or its equivalent as per A.M. Best, Moody's or other nationally recognized rating agency. Further, all policies or certificates issued by respective insurers for comprehensive general liability, public liability and all-risk property and casualty insurance will name the Lessor as a primary and non-contributory additional insured and shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee, the Lessor or any other person; provide that no cancellation, reduction in amount or material change in coverage thereof shall be in effect until at least thirty (30) days after receipt by the Lessor of written notice thereof; and, shall be reasonably satisfactory to the Lessor in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which the Lessee may have against the Lessor.

(e) Delivery of Polices: The Lessee shall deliver promptly to the Lessor a certificate of insurance or a certified copy of each policy of insurance required by this Lease upon the Effective Date or as otherwise required herein and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment or the premiums therefore.

6.02 Loss or Damage

Unless agreed to in writing by the Lessor in its reasonable sole discretion, in the event that the Premises, Improvements or Alterations or any part thereof is damaged or destroyed by fire or by other casualty, whether or not such casualty is the fault of or results from the negligence of the Lessee, the Lessee will repair, restore or rebuild the Premises, Improvements, Alterations or any part thereof to its original state, or such modified state as submitted by Lessee and approved by Lessor, by applying all insurance proceeds to payment of the cost of such repair, reconstruction or restoration. Such repair, reconstruction or restoration shall commence within one hundred twenty (120) days of the date of the loss or damage or the receipt of the insurance proceeds, whichever is greater, subject to extension as reasonably required to obtain from Lessor approvals required for repair, reconstruction or restoration of the Improvements. Any repairs or reconstruction shall be performed in accordance with plans and specifications approved by Lessor. If the Lessee refuses or fails to repair, restore or rebuild the Premises, Improvements or Alterations or any such part thereof damaged or destroyed as required herein, the Lessor may by appropriate written notice to the Lessee terminate this Lease for Default in accordance with Article IX hereof. In such event, title to the

Premises, Improvements and Alterations and any part thereof shall vest in the Lessor without notice or further action being required on the Lessor's part and the Lessor may undertake the repair, reconstruction and restoration of the Premises, Improvements and Alterations or any part thereof and may complete it by contract or otherwise, and may take possession of and use any materials at the Premises necessary for completing the work. The Lessee and any of its sureties shall be liable for any damages or costs incurred by the Lessor resulting from the Lessee's refusal or failure to complete the work including, but not limited to, such reasonable costs incurred by the Lessor to reconstruct, repair or restore the Premises, Improvements and Alterations or any part thereof including, without limitation, attorney's fees. This liability includes any increased costs to the Lessor in completing the work whether or not such increased costs are covered by insurance proceeds received by Lessee for said damage or destruction.

Notwithstanding anything to the contrary set forth in this Section 6.02, in the event that the Improvements are damaged or destroyed by fire or by other casualty to the extent of more than fifty percent (50%) such that the Improvements are not useable for the purposes intended by Lessee, or the improvements at the Premises cannot be repaired within 180 days after the casualty, then in such case, Lessee may terminate this Lease by giving Lessor written notice to such effect within one hundred twenty (120) days after the date of such casualty, and upon such date as specified in said notice, Lessee shall vacate the Premises and this Lease shall terminate, whereupon Lessee and Lessor shall be released from any further obligation hereunder. Upon such termination by Lessee, any insurance proceeds shall be utilized to demolish the remaining Improvements and render the Premises as a vacant lot. Subject to the rights of a Leasehold Mortgagee, the unused insurance proceeds attributable to the cost of constructing the Improvements (but not to personal property) shall be paid to Lessor.

6.03 Personal Property

All of Lessee's personal property placed or moved in or on the Premises shall be at the risk of the Lessee or owner thereof. Unless otherwise provided herein, Lessor shall not be liable for any damage to said personal property.

6.04 Indemnification

(a) Lessee covenants and agrees with Lessor from the Effective Date and throughout the Term of this Lease that Lessee shall indemnify and save harmless Lessor, its officers, agents and employees, from and against any and all claims, debts, suits, actions, demands, damages, obligations and/or causes of action which may be made against or upon the Lessor, its officers, agents and employees, or against Lessor's title to the Premises, arising after the Effective Date and during the Term of this Lease by reason of or in connection with any alleged act or omission, including all claims, liabilities, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of Lessee, its officers, agents or employees or for any claims, liabilities, losses, and/or causes of action which may arise from any negligent act of the Lessor, its officers, agents, or employees. Lessee agrees to defend Lessor, with Lessee agreeing to pay all court costs and reasonable attorney's fees incurred by Lessor in effecting such defense (including all appellate levels), as and when said costs and fees become due and payable, in addition to any other sums which the Lessor may be called

upon to pay by reason of the entry of a judgment against Lessor in the litigation in which such claim is asserted.

(b) Lessee shall also protect, defend, indemnify and hold Lessor harmless against any loss or damage, including reasonable attorney's fees and costs, arising out of or resulting from any claim, action or lawsuit brought by a third party to challenge the validity or enforceability of this Lease, or to enjoin this Lease arising solely from a claim that Lessee lacks capacity to sign or enter into, or improperly executed this Lease. If any litigation is instituted against Lessor and Lessee as a result of the foregoing, then Lessee shall defend Lessor and save Lessor harmless from any and all attorney's fees and costs that may be incurred, both at trial and all appellate levels.

(c) Lessee shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Lease.

(d) Nothing in the Lease shall constitute a waiver of sovereign immunity of Lessor nor shall the same be construed as an agreement by the Lessor to be sued by third parties.

6.05 Contractor's Indemnification

Lessee shall require in any and all contracts with any and all contractors, subcontractors, suppliers, materialmen, design professionals or the like in privity with Lessee, for any and all work to be performed at or for the Premises an indemnification provision substantially similar to the indemnification contained in Section 6.04(a) for the indemnification of the Lessor from such contractors, subcontractors, suppliers, materialmen, design professionals or the like unless another indemnification provision is required by Florida law.

ARTICLE VII
ENCUMBRANCE OR ASSIGNMENT OF LEASEHOLD

7.01 Leasehold Mortgages

(a) Lessee shall have the right, at any time and from time to time, to encumber, hypothecate or mortgage Lessee's leasehold estate. In the event the Lessee so elects to mortgage its leasehold interest ("Leasehold Mortgage"), such mortgage shall in no way obligate Lessor to pay or repay the mortgage. In the event of a Leasehold Mortgage, the lender or its assigns shall be deemed the "Leasehold Mortgagee" and the Lessee or its assigns shall be deemed the "Leasehold Mortgagor." Lessor owns the fee simple of the Premises and in no event shall any Leasehold Mortgage be deemed a mortgage on Lessor's interest in the Premises. Lessor's interest in the Premises shall be superior in title and right to any Leasehold Mortgage and the Lessor's fee simple interest shall not be affected by any Leasehold Mortgage.

(b) The Leasehold Mortgagee shall have no interest in the Premises other than its interest as Leasehold Mortgagee or as Tenant under and pursuant to this Lease or any new Lease.

(c) Should Lessee give a valid Leasehold Mortgage on its leasehold estate, and on Lessee's Improvements, to a Leasehold Mortgagee and provided notice of such Leasehold Mortgage and notice address of such Leasehold Mortgagee has been provided to Lessor, it is agreed by and between Lessor and Lessee as follows:

(i) Lessor agrees to provide such Leasehold Mortgagee with copies of any notices under this Lease, including without limitation, notices of default issued pursuant to Article IX of this Lease, and delivered by Lessor to Lessee. Any such notice shall state the nature of the notice or the alleged default and shall specify the default and the date when the condition must be cured pursuant to the provisions contained in this Lease. Any Leasehold Mortgagee must designate in writing to the Lessor an address to which all notices may be hand-delivered or served by recognized overnight delivery service. Delivery shall be deemed accepted upon hand delivery or receipt from overnight delivery service. There shall be no additional time given pursuant to the "mailbox rule" for delivery, response, and/or cure periods. Notice to the Lessee shall not be effective unless notice is also provided to the Leasehold Mortgagee who shall designate in writing to the Lessor an address to which all notices may be hand-delivered or served by overnight delivery service.

(ii) Defaults and Cure Rights. In the event of a default by Lessee hereunder, Lessor shall accept any curative acts undertaken by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this Lease as if the same had been undertaken by Lessee. The Leasehold Mortgagee is not entitled to any additional time or cure rights other than those specified in this or Article IX of this Lease. Notwithstanding the foregoing, in the event of any Default by Lessee under any of the provisions of this Lease, and if within forty five (45) days of notice of the Default, the Leasehold Mortgagee shall give Lessor written notice that it intends to undertake the curing of such Default, or to cause the same to

be cured, or to exercise its rights to acquire the interest of Lessee in this Lease and in the Improvements by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Lease or by entry on the Property by foreclosure or otherwise, then Lessor agrees that the time for curing said Default shall be extended up to ninety days for the benefit of the Leasehold Mortgagee so long as (1) the Leasehold Mortgagee is with all due diligence and in good faith continually engaged in effecting such foreclosure or in the curing of such Default, and (2) all Rent is being paid currently.

(iii) In the event of a default under this Lease by Lessee, the Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(iv) There shall be no merger of Lessee's Leasehold Estate with the fee estate in the Premises by reason of the fact that Lessee's Leasehold Estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there be any such merger by reason of the fact that all or any part of Lessee's Leasehold Estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Premises or any interest of Lessor under this Lease.

(v) No liability for the payment of Rent or the performance of any of Lessee's covenants and agreements hereunder shall attempt to or be imposed upon any Leasehold Mortgagee by reason of its exercise, or attempt to exercise any of the rights provided for or reserved herein, unless such Leasehold Mortgagee expressly assumes the same in writing, all such liability being hereby expressly waived by Lessor; provided, such waiver shall not be deemed a cure of any default of the performance of any of Lessee's covenants and agreements in this Lease.

(vi) In the event this Lease is terminated by or against Lessee, prior to the expiration of the Term, Leasehold Mortgagee may within thirty (30) days after receipt of notice of such termination, elect to enter into a new lease of the Premises with Lessor ("New Lease") in accordance with and subject to the terms and conditions set forth herein, including the permitted uses, provided that Leasehold Mortgagee or its designee or assignee pays (1) all sums due under this Lease at the time of such termination, (2) all costs incurred for the recovery of possession of the Premises, and (3) all document preparation costs. The New Lease shall be effective on the date of termination of this Lease, at the rent and upon all the agreements, terms, covenants and conditions hereof. The Lessee under the New Lease shall be the Leasehold Mortgagee or its designee reasonably approved by Lessor ("New Tenant").

7.02 Assignment or Subletting of Leasehold

Lessee may not assign this Lease in whole or in part, nor sublet, enter into any concession or license agreement with respect to all or any portion of the Premises, Improvements, Alterations or parts thereof, subject to the provisions of Section 7.03 herein, without the prior written consent of the Lessor in each instance. The consent by the Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. It is understood that the Lessor may not, under any circumstances, be required or compelled to grant such consent, other than as set forth below in this Section 7.02. For the purposes hereof, any merger, consolidation or transfer by sale of stock or assignment of interest, or otherwise, of the ownership or control of Lessee, if Lessee shall be a corporation, partnership or trust, shall constitute an assignment of this Lease; provided however, Lessor shall not unreasonably withhold its approval of any merger, consolidation or assignment to a successor entity which provides the same programs and services as the named Lessee. This prohibition against assignment and subletting specifically includes a prohibition against Lessee entering into any management agreement to manage the Premises, Improvements and Alterations or any part thereof, without the prior written consent of the Lessor. This prohibition against assignment and subletting shall be construed to include a prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary and shall include a prohibition against any encumbrance of all or any part of the Lessee's leasehold interest. Notwithstanding any assignment, sublease or concession agreement duly approved by the Lessor, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the covenants and conditions hereof.

7.03 Use of Premises by Outside Persons

Lessee may permit other persons to use the Premises, Improvements and Alterations or any part thereof on the condition that such use is in accordance with this Lease. For purposes of this Section, "Persons" includes, but is not limited to, any individuals, group, association, non-profit, for-profit organization (public or private). Lessee shall be solely liable for such use by other Persons. This Section shall not be construed to allow any encumbrances, assignment or sublease and shall be read in accordance with all other covenants and conditions in this Lease.

ARTICLE VIII
EMINENT DOMAIN

It is understood and agreed that, if at any time after the Effective Date of this Lease or during the Term of this Lease, the Premises, Improvements, Alterations or any part thereof be taken, appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceedings and such abatement of Rent and other adjustments made, as shall be just and equitable under the circumstances. If Lessee and Lessor are unable to agree upon what division, annual abatement of Rent or other adjustments are just and equitable within thirty (30) days after such award shall have been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Palm Beach County, Florida, for its decision and the determination of the matters in dispute. If the legal title to the entire Premises be wholly taken by condemnation, the Lease shall automatically and without notice be terminated. If a partial taking by an entity renders the remainder

of the Premises unsuitable for the permitted use hereunder, then Lessee shall have the right to terminate this Lease as of the date Lessee is required to surrender possession to the condemning authority; however, nothing contained herein shall authorize Lessor to be the condemning authority.

Although title to the Improvements and Alterations and all parts thereof placed by Lessee upon the Premises will pass to Lessor upon the expiration or termination of this Lease, nevertheless, for purposes of condemnation, the fact that Lessee places such Improvements and Alterations and all parts thereof upon the Premises at Lessee's sole expense, shall be taken into account and the deprivation of Lessee of the use of such Improvements and Alterations and any part thereof shall, pro tanta, be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this Article VIII that upon condemnation, the parties shall share in their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

ARTICLE IX
DEFAULT

9.01 Default by Lessee

The occurrence of any one or more of the following shall constitute an Event of Default by Lessee under this Lease: (i) Lessee shall fail to perform or observe any of the covenants or conditions contained in the Lease on Lessee's part to be performed or observed; (ii) Lessee shall vacate or abandon the Premises; (iii) Lessee shall fail to pay or otherwise resolve any taxes, assessments or liens as provided for herein; (iv) Lessee shall fail to obtain or maintain the Insurance required herein; (v) Lessee shall fail to use any and all insurance proceeds received from insurance required under this Lease to restore, repair or reconstruct the Premises, Improvements, Alterations or any parts thereof as required in this Lease; (vi) Lessee shall encumber the Premises or its leasehold interest without Lessor's prior written consent if required under Article VII; (vii) the filing of a voluntary or involuntary petition under any federal or state bankruptcy, insolvency or similar law; or, (viii) Lessee's leasehold estate shall be taken by execution, attachment or process of law;. If any Event of Default occurs and is not cured by Lessee within sixty (60) days following written notice thereof from Lessor, or if not capable of being cured within such cure period, then in the event Lessee fails to commence to cure during said sixty (60) days and thereafter diligently pursue such cure, then, at any time thereafter while the Event of Default continues, Lessor shall have the right, at its sole option, to cure the default and Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in doing so including, but not limited to, reasonable attorney's fees and court costs (at all trial and administrative levels); to give Lessee notice that Lessor intends to terminate this Lease upon a specified date no less than three (3) days after the date the notice is received by Lessee, and this Lease shall then terminate on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease; or, to afford Lessee a longer period of time to cure the default. If, however, the default is cured within said sixty (60) day period, or as applicable, commenced to cure within the sixty (60) day notice period and thereafter diligently pursued such cure, this Lease will continue. If the default is not cured, or as applicable commenced and thereafter diligently pursued within the sixty (60) day notice period, and the Lessor terminates this Lease, the Lessor shall have the right to re-enter said Premises, including all Improvements, Alterations or any

parts thereof with or without process of law, with the Lessee hereby waiving any demand for possession of the Premises, Improvements, Alterations or parts thereof; and, the Lessee covenants and agrees that upon said termination of said Lease, Lessee will surrender and deliver up the said Premises peacefully to the Lessor, its agents and attorneys, immediately upon said expiration of the Term of this Lease; and, if Lessee, its agents, attorneys, employees, and invitees shall hold the said Premises or any part thereof one (1) day after the same should be surrendered according to the covenants and conditions of this Lease, Lessee and/or its agents, attorneys, employees and invitees shall be deemed guilty of forcible detainer of the Premises and shall be subject to eviction or removal, forcibly or otherwise, as permitted by law. Nothing herein contained shall be construed as precluding the Lessor from having such remedy as may be or become necessary in order to preserve Lessor's rights and the interests of the Lessor in the Premises and in this Lease even before the expiration of the grace or notice periods provided for in this Section 9.01 if, under the particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of Lessor in the Premises, this Lease or the general safety, health or welfare.

9.02 Default by Lessor

Lessor shall be in default of this Lease if Lessor shall fail to observe or perform any provision, covenant or condition of this Lease on Lessor's part to be observed or performed, and Lessor shall fail to remedy same within sixty (60) days after notice from Lessee. In the event the default is of such nature that it cannot be reasonably cured within the foregoing sixty (60) day period, Lessor shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Lessor diligently proceeds with the curing of the default. In the event that the default is not cured by Lessor within the foregoing time period, Lessee, at Lessee's option, may cure either said default and Lessor shall reimburse Lessee for all expenses incurred by Lessee in doing so, or Lessee may give to the Lessor a three (3) day notice specifying that Lessee intends to terminate this Lease. Upon receipt of said notice and expiration of the three (3) day time period, this Lease and all obligations of Lessee hereunder shall terminate and Lessee shall thereupon be relieved of all further obligations hereunder.

9.03 Landlord/Tenant Relationship

Although this is a long term lease, the parties understand and agree that the relationship between them is that of landlord and tenant, and Lessee specifically acknowledges that the statutory proceedings in the State of Florida relating to the recovery of possession of the Premises accrue to the landlord hereunder.

9.04 Property of Lessor as Liquidated Damages for Default

It is further covenanted and agreed by and between the parties hereto that in the event of the termination of this Lease due to Lessee's default, subject to the rights of the holder of any Leasehold Mortgage, all of the right, estate and interest of Lessee in and under this Lease and in the Premises, Improvements, Alterations or any part thereof, together with all insurance proceeds paid or payable hereunder, shall without compensation made therefore unto Lessee, at once pass to and become the property of the Lessor, not as a penalty or forfeiture, but as liquidated damages to the Lessor because of such default by Lessee and the consequent termination of this Lease; each of the parties acknowledging it to be the fact that for said default and consequent termination of a long-term lease

of this character, Lessor will sustain substantial damages, being damage of such character as to make it most burdensome and tedious, if not actually impossible, to ascertain with mathematical precision, and each of the parties therefore having agreed upon this provision for liquidated damages in the interests of obviating what would otherwise be burdensome and difficult litigation to maintain or to defend, as the case may be; and, this provision for liquidated damages has been taken into account by both parties in fixing the Term of and the consideration for the making of this Lease.

ARTICLE X
QUIET ENJOYMENT

Upon the Effective Date and upon the observance and performance of all the covenants, provisions and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises commencing on the Effective Date and for the Term hereby demised without hindrance or interruption, subject to the covenants and conditions of this Lease.

ARTICLE XI
LESSEE TO COMPLY WITH ALL LAWS

Lessee shall comply with all laws, ordinances, resolution and orders of federal, state and local authorities pertaining to the Premises, Improvements and Alterations or any part thereof. Lessee at its sole expense shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state and local authorities pertaining to Lessee's use of the Premises and with the recorded covenants, conditions and restrictions, including without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality; Hazardous Materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any lawful direction of any public officer or officers pursuant to law, which shall impose any duty upon Lessor or Lessee with respect to the use or occupation of the Premises. Lessee shall pay at its sole expense all costs, fines, penalties, damages and/or other related expenses which may be imposed because of the failure of Lessee to comply with this Article XI and Lessee shall indemnify Lessor from any and all liability arising from such non-compliance.

ARTICLE XII
SURRENDER OF PREMISES

Lessee shall on or before the last day of the Term of this Lease, whether by termination or expiration, peaceably and quietly leave, surrender and yield upon to Lessor, the Premises, together with any and all equipment or personal property but excluding fixtures, furnishings, appliances or other personal property located at or on the Premises and used by Lessee in the maintenance, management and operation of the Premises, free of all liens, claims and encumbrances and rights of others, together with all structural changes, Improvements, Alterations and parts thereof which may have been made upon the Premises, in good order, condition and repair, reasonable wear and tear expected, subject, however to the subsequent provisions of this Article XII. Any property which, pursuant to the provision of this Article XII, is removable by Lessee on or at the Premises upon the

termination or expiration of this Lease and is not so removed, may at the option of the Lessor, be deemed abandoned by Lessee and either may be retained by Lessor as its property or may be removed and disposed of at the sole expense of Lessee in such a manner as the Lessor sees fit. If the Premises and personal property shall not be surrendered at the end of the Term of this Lease as provided in this Article XII or as elsewhere specified in this Lease, Lessee shall make good to Lessor all damages and expenses (including reasonable attorney's fees and costs at all trial and administrative levels) which Lessor shall suffer by reason thereof, and shall indemnify Lessor against all claims made by any succeeding tenant or purchaser, so far as such delay is occasioned by the failure of Lessee to surrender the Premises as and when herein required.

ARTICLE XIII
FORCE MAJEURE

Either party hereto shall be excused from performing any of its respective obligations or undertakings provided in this Lease, except as provided in Article XII (Surrender of Premises) for so long as the performance of such obligations are prevented or delayed, retarded or hindered by act of God, whether of unusual severity, fire, earthquake, flood, hurricane, explosion, action of the elements, war, invasion, insurrection, riot, mob, violence, sabotage, malicious mischief, inability to produce or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, public requisition, laws, order of government or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the respective party.

ARTICLE XIV
REPRESENTATIONS

Each party hereto represents that: (i) it has full corporate power and authority to execute this Lease; (ii) its Board of Directors or Council has duly authorized, empowered and directed it to enter into this Lease and to consummate the obligations and covenants contemplated hereby; (iii) this Lease constitutes a valid and binding corporate obligation and is enforceable in accordance with its covenants and conditions; and, (iv) it is not limited, barred nor prohibited from entering into or performing any of the obligations and covenants required hereunder, whether due to contractual, statutory, legal or financial impediments except as set forth herein.

ARTICLE XV
NO DISCRIMINATION

As a condition of obtaining this Lease, Lessee hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Premises or upon lands adjacent to and used as an adjunct of the Premises.

ARTICLE XVI
RIGHT OF AUDIT

Upon prior request of Lessor to comply with audit requirements, Lessee shall make available to the Lessor all financial and other records relating to this Lease and Lessor shall have the right to audit such records at any reasonable time. This right shall be continuous until this Lease expires or is terminated.

ARTICLE XVII
MISCELLANEOUS

17.01 Notices and Consents

Any consents, approvals and permissions by Lessor shall be effective and valid only if in writing and duly executed by the consenting, approving or permitting party and any notice by either party to the other shall be in writing and shall be deemed to be duly given and received only if and when hand delivered, mailed prepaid by certified mail, return receipt requested, or sent via nationally recognized overnight courier service, addressed:

(a) if to Lessor at:

City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

with a copy to:

Office of the City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

(b) if to Lessee at:

Riviera Beach Maritime Academy, Inc.
251 West 11th Street
Riviera Beach, FL 33404
Attn: President

with a copy to:

William L. Mueller, Esq.
4 Executive Campus, Suite 200
Cherry Hill, NJ 08002

Or at such other addresses as Lessor or Lessee, respectively, may designate in writing.

17.02 Time is of the Essence

Time is of the essence with respect to the performance of every covenant and condition of this Lease in which time of performance is a factor. Any reference to a certain number of days shall be deemed to be calendar days.

17.03 Severability

If any covenant or condition of this Lease or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each covenant and condition of this Lease, shall be valid and enforceable to the fullest extent permitted by law.

17.04 Applicable Law, Venue and Remedies

This Lease shall be construed and enforced under the laws of the State of Florida, except as modified herein, and venue for any action to construe or arising out of or from this Lease shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17.05 Captions and Headings

The captions and headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

17.06 No Representations - Entire Agreement

This Lease and the Existing Lease constitute all agreements, conditions and understanding between Lessor and Lessee concerning the Premises and the Existing Premises and there are no covenants, promises, representations, conditions or understandings by any party or the agent of any party hereto, either oral or written, between the parties or relied upon by the parties, other than as set forth herein and in the Existing Lease. No subsequent alteration, waiver, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

17.07 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient qualities, 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 the public health unit.

17.08 Benefit and Binding Effect

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

17.09 Third Party Beneficiary

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

17.10 Relationship of Parties

It is understood and agreed that Lessor shall, in no event, be construed or held to be a joint venturer, partner, agent, representative, associate or other relationship of the Lessee for any purpose expressly or by implication in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business; and, it is understood and agreed that the relationship is and at all times shall remain that as stated in Article IX herein. Accordingly, nothing herein shall be deemed to confer any rights of sovereign immunity to Lessee or its officers, directors, employees, agents, contractors, and representatives, and as such, all rights and interests of sovereign immunity shall be strictly limited to the Lessor under the laws and constitution of the State of Florida. Lessee shall not claim for itself, and it shall ensure that its officers, directors, employees, agents, contractors, and representatives do not assert as a defense or claim any rights of sovereign immunity in any legal or other proceeding.

17.11 Waiver

The failure of Lessor or Lessee to insist in any one or more instances upon strict performance of any one or more of the covenants, provisions and conditions of this Lease shall not be construed as a waiver of such covenants, provisions and conditions, but the same shall continue in full force and effect, and no waiver of Lessor or Lessee of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by Lessor or Lessee, as applicable.

17.12 Conditions and Covenants

All of the provisions of this Lease shall be deemed covenants running with the land included in the Premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

17.13 Preparation

This Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

17.14 Survival

Termination or expiration of this Lease shall not end any of the parties' rights and/or liabilities under this Lease that may apply and be enforced hereafter due to events and circumstances arising after the Effective Date of this Lease and at any time during the Term of this Lease.

17.15 Waiver of Jury Trial

WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS LEASE.

17.16 Public Entity Crimes

Pursuant to section 287.133, Florida Statutes, the Lessee acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Lessee will advise the Lessor immediately if it becomes aware of any violation of the statute.

17.17 Legal Effect

This Lease shall not become binding and effective until approved by the Lessor's City Council.

17.18 Notice of Complaints, Suits and Regulatory Violations

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to this Lease. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

17.19 Notice of Complaints, Suits and Regulatory

No member, official or employee of the Lessor or any other governing body (including, without limitation, the mayor or members of the City Council) shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by Lessor or for any amount or obligation which may become due to Lessee or successor under the terms of this Lease; and any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, or under or by reason of the obligations, covenants or agreements contained in this Lease, or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Lease.

17.19 Broker

Lessor and Lessee represent and warrant that neither consulted nor negotiated with any broker or finder regarding the Premises.

17.20 Mold

Lessee is advised that mold and/or other microscopic organisms ("Mold Conditions") are prevalent in Florida's humid climate and locations especially in proximity to bodies of water. Mold Conditions may cause allergic reactions, respiratory reactions or other problems, particularly in persons with immune system problems, young children and elderly persons. Lessee acknowledges

that it is fully responsible to maintain the proper operation of the HVAC system in the Premises at all times to inhibit Mold Conditions. Lessee shall ensure property maintenance of the Premises to limit the accumulation of water and excessive moisture inside the Premises. Lessee shall notify Lessor immediately of any water intrusion conditions arising within the Premises. LESSEE ACKNOWLEDGES THE FOREGOING AND AGREES TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS RELATED TO MOLD CONDITIONS IN THE PREMISES. LESSEE AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY LESSOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND SUCESSORS FROM ANY AND ALL LIABILITY OR DAMAGES INCLUDING ATTORNEY'S FEES, WHETHER FINANCIAL OR OTHERWISE ARISING FROM OR RELATED TO MOLD CONDITIONS IN THE PREMISES.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective as of the date set forth above.

FOR CITY OF RIVIERA BEACH AS LESSOR:

_____
Witness

_____
Print/Type Witness Name

By: _____
Thomas A. Masters
Mayor

_____
Witness

_____
Print/Type Witness Name

ATTEST:

By:_____
Claudene L. Anthony, CMC
City Clerk

Approved as to legal
sufficiency:

_____
City Attorney's Office

_____
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Thomas A. Masters, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida

FOR RIVIERA BEACH MARITIME ACADEMY, CORP., AS LESSEE:

_____
Witness

_____
Print/Type Witness Name

By: _____
George Carter
President

{Corporate Seal}

_____
Witness

_____
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by George Carter, as President of RIVIERA BEACH MARITIME ACADEMY, CORP, who is personally known to me or who produced _____ as identification.

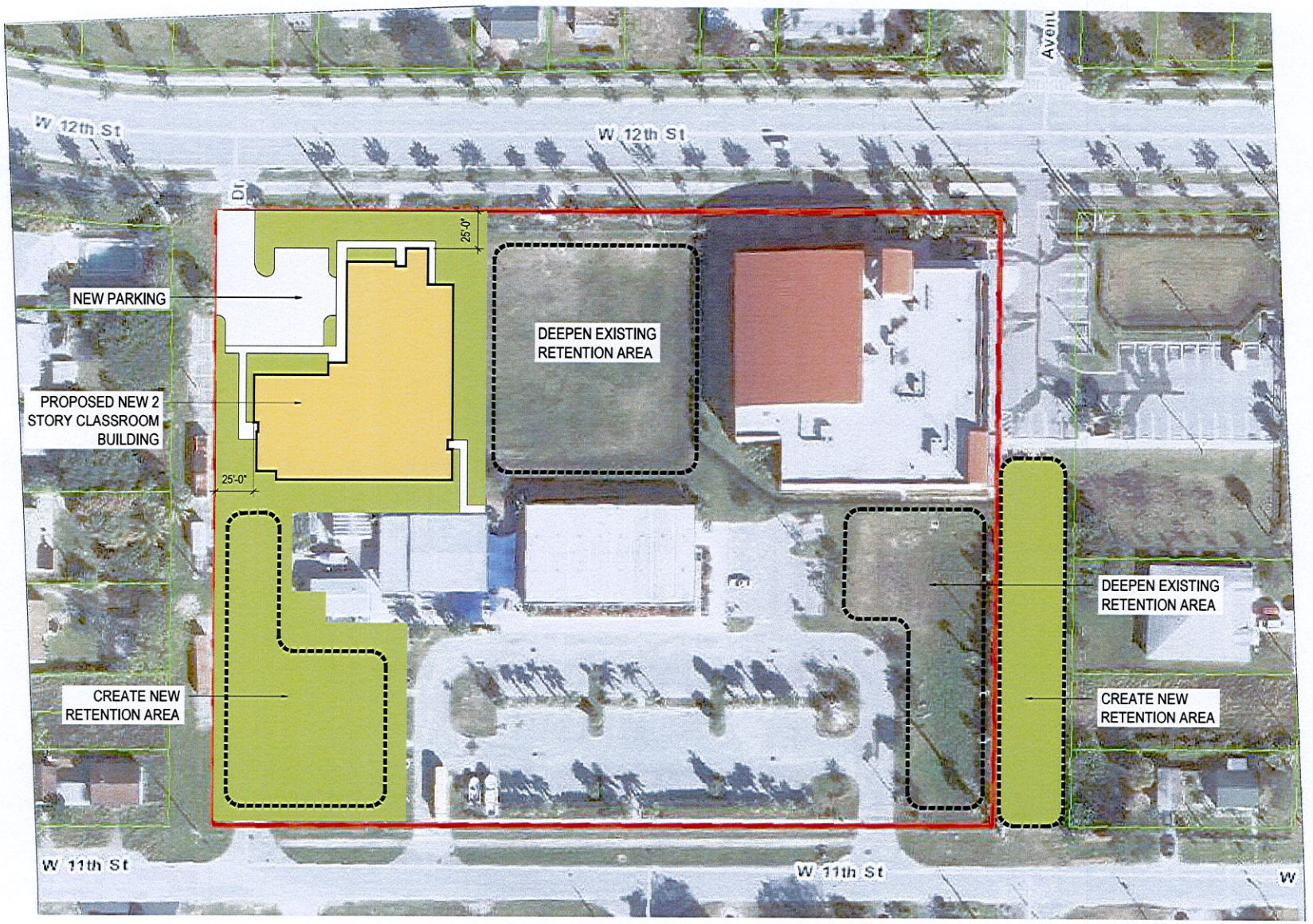
_____
Notary Public, State of Florida

EXHIBIT “A”

Premise Legal Description and Survey

EXHIBIT "B"

SITE PLAN



01 CONCEPT SITE PLAN

SCALE: 1"=30'-0"

tercilla coutemanche architects
AA 0003414
2047 vista parkway, suite 100
west palm beach, florida 33411 ph: 561.478.4457 fx: 561.478.4102

NEW CLASSROOM BUILDING
RIVIERA BEACH
MARITIME ACADEMY
RIVIERA BEACH, FLORIDA

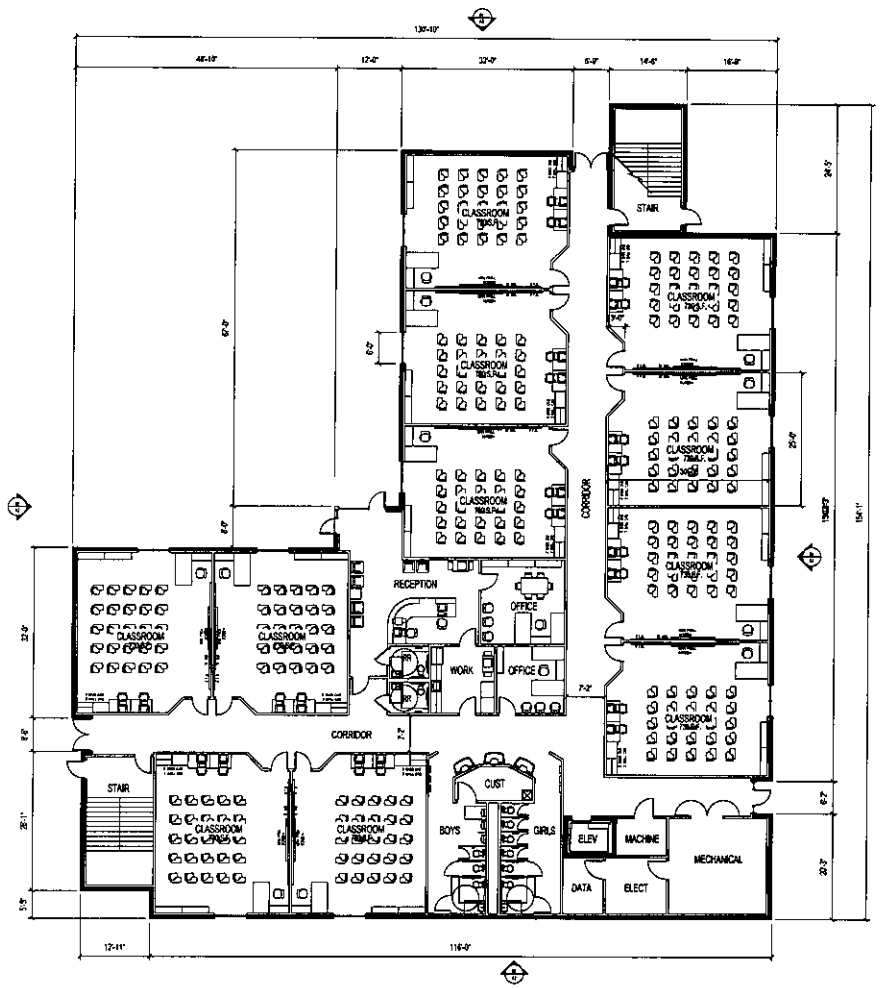
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revision	date
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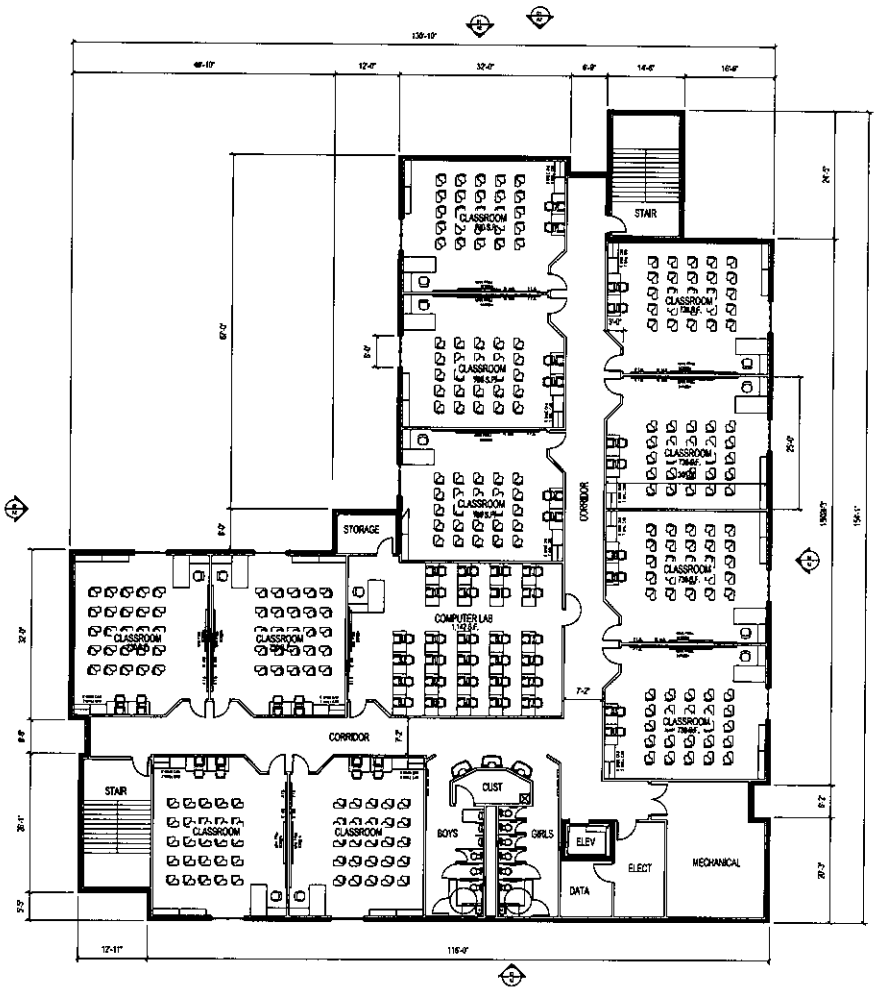
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René Tercilla AIA, REFP



1st FLOOR PLAN



2nd FLOOR PLAN

AREA TABULATION

1ST FLOOR = 14,190 GSF
2ND FLOOR = 13,432 GSF
TOTAL GSF = 27,622 GSF

tercilla courtemanche architects
AA 0003414
2047 vista parkway, suite 100
west palm beach, florida 33411 ph: 561.478.4457 fx: 561.478.1102

NEW CLASSROOM BUILDING
RIVIERA BEACH
MARITIME ACADEMY
RIVIERA BEACH, FLORIDA

commission	X
date:	4-7-14
revision	date
no.	

drawing

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René Tercilla AIA, REFP

tercilla *courtemanche* architects, inc.

The Weitz Company



North Elevation

tercilla *courtemanche* architects, inc.

The Weitz Company



East Elevation

tercilla *courtemanche* architects, inc.

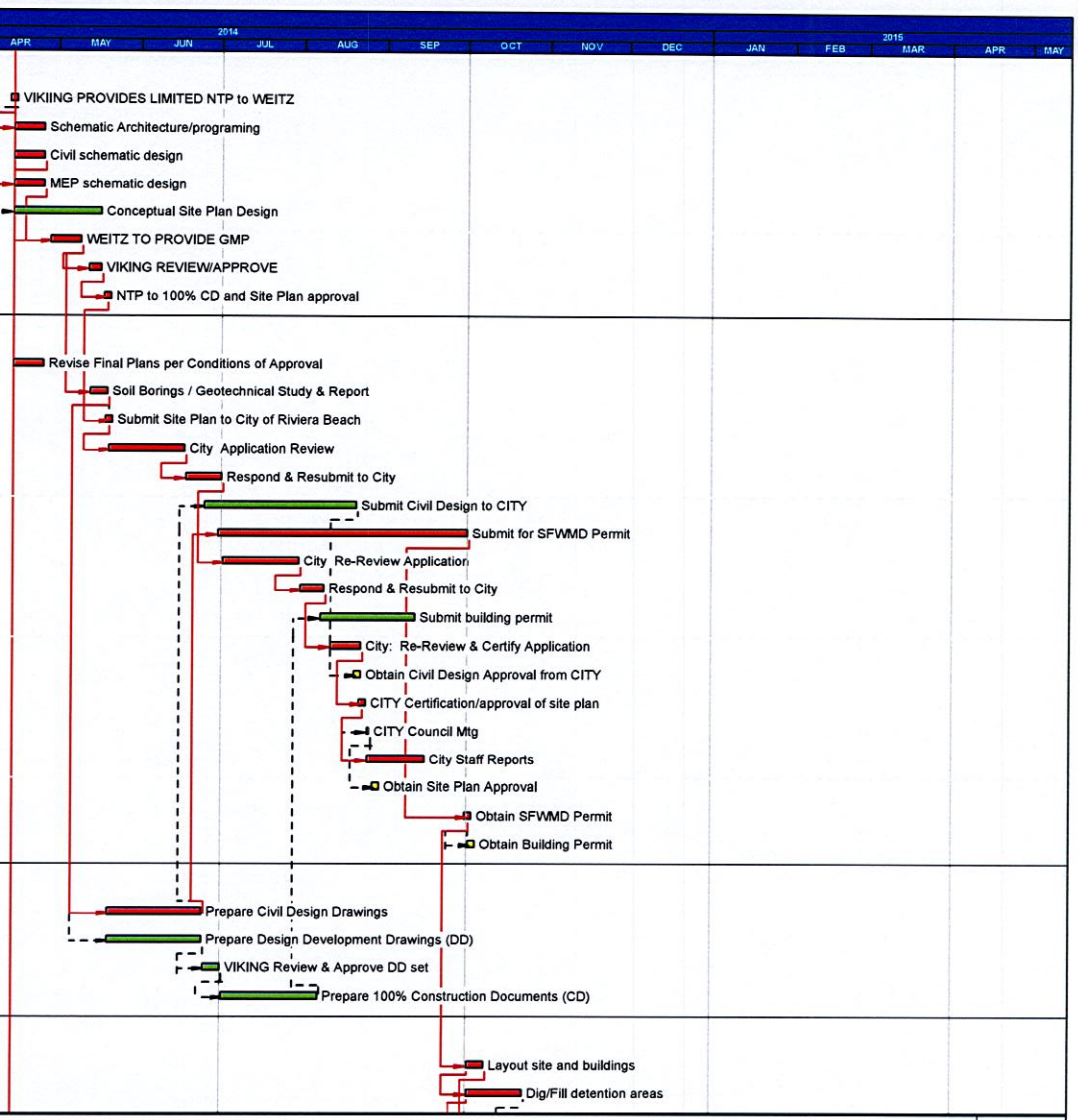
The Weitz Company



South Elevation


tercilla *courtemanche* architects, inc.
The Weitz Company
West Elevation

Act ID	Description	Duration	Early Start	Early Finish
PRE-APPROVAL PHASE				
030	VIKIING PROVIDES LIMITED NTP to WEITZ	0	04/14/14	
010	Schematic Architecture/programing	10	04/14/14	04/25/14
020	Civil schematic design	10	04/14/14	04/25/14
040	MEP schematic design	10	04/14/14	04/25/14
0095	Conceptual Site Plan Design	25	04/14/14	05/16/14
0091	WEITZ TO PROVIDE GMP	10	04/28/14	05/09/14
0044	VIKING REVIEW/APPROVE	5	05/12/14	05/16/14
0071	NTP to 100% CD and Site Plan approval	0	05/19/14	
PERMITTING				
0134	Revise Final Plans per Conditions of Approval	10	04/14/14	04/25/14
0085	Soil Borings / Geotechnical Study & Report	5	05/13/14	05/19/14
0072	Submit Site Plan to City of Riviera Beach	0	05/20/14	
0082	City Application Review	20	05/20/14	06/17/14
0092	Respond & Resubmit to City	10	06/18/14	07/01/14
0002	Submit Civil Design to CITY	40	06/25/14	08/20/14
0069	Submit for SFWMD Permit	66	06/30/14	10/01/14
0102	City Re-Review Application	20	07/02/14	07/30/14
0112	Respond & Resubmit to City	7	07/31/14	08/08/14
0058	Submit building permit	25	08/07/14	09/11/14
0122	City: Re-Review & Certify Application	10	08/11/14	08/22/14
0079	Obtain Civil Design Approval from CITY	0		08/20/14
0132	CITY Certification/approval of site plan	0		08/22/14
0084	CITY Council Mtg	1	08/25/14	08/25/14
0123	City Staff Reports	15	08/25/14	09/15/14
0073	Obtain Site Plan Approval	0		08/27/14
0070	Obtain SFWMD Permit	0		10/01/14
0009	Obtain Building Permit	0		10/02/14
DESIGN & GMP				
0001	Prepare Civil Design Drawings	25	05/20/14	06/24/14
0006	Prepare Design Development Drawings (DD)	25	05/20/14	06/24/14
0045	VIKING Review & Approve DD set	5	06/25/14	07/01/14
0046	Prepare 100% Construction Documents (CD)	25	07/02/14	08/06/14
CONSTRUCTION				
SITE WORK				
0014	Layout site and buildings	5	10/02/14	10/08/14
0066	Dig/Fill detention areas	15	10/02/14	10/22/14



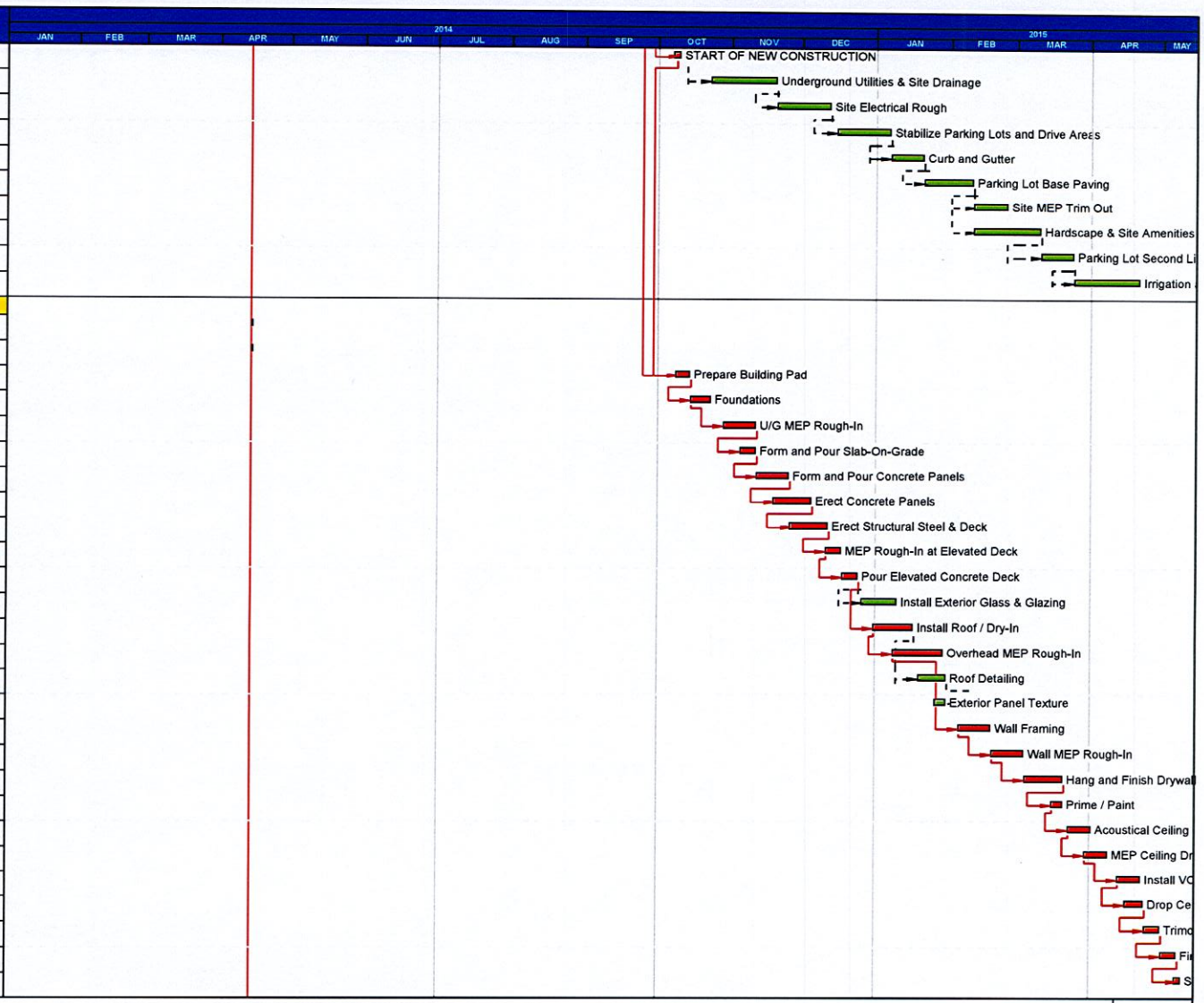
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Riviera Beach Maritime Academy
THE WEITZ COMPANY

WEITZ

Act ID	Description	Duration	Early Start	Early Finish
0048	START OF NEW CONSTRUCTION	0	10/09/14	
0076	Underground Utilities & Site Drainage	20	10/23/14	11/19/14
0038	Site Electrical Rough	15	11/20/14	12/12/14
0037	Stabilize Parking Lots and Drive Areas	15	12/15/14	01/06/15
0074	Curb and Gutter	10	01/07/15	01/20/15
0039	Parking Lot Base Paving	15	01/21/15	02/10/15
0041	Site MEP Trim Out	10	02/11/15	02/24/15
0077	Hardscape & Site Amenities	20	02/11/15	03/10/15
0075	Parking Lot Second Lift Paving & Striping	10	03/11/15	03/24/15
0040	Irrigation and Landscaping	20	03/25/15	04/21/15
NEW BUILDING				
0059		1	04/14/14	04/14/14
0089		1	04/14/14	04/14/14
0018	Prepare Building Pad	4	10/09/14	10/14/14
0015	Foundations	7	10/15/14	10/23/14
0016	U/G MEP Rough-In	10	10/29/14	11/11/14
0017	Form and Pour Slab-On-Grade	5	11/05/14	11/11/14
0019	Form and Pour Concrete Panels	10	11/12/14	11/25/14
0020	Erect Concrete Panels	10	11/19/14	12/04/14
0021	Erect Structural Steel & Deck	10	11/26/14	12/11/14
0022	MEP Rough-In at Elevated Deck	5	12/11/14	12/17/14
0023	Pour Elevated Concrete Deck	5	12/18/14	12/24/14
0025	Install Exterior Glass & Glazing	10	12/26/14	01/09/15
0024	Install Roof / Dry-In	12	12/31/14	01/16/15
0027	Overhead MEP Rough-In	16	01/08/15	01/29/15
0064	Roof Detailing	10	01/19/15	01/30/15
0026	Exterior Panel Texture	5	01/26/15	01/30/15
0028	Wall Framing	10	02/05/15	02/18/15
0029	Wall MEP Rough-In	10	02/19/15	03/04/15
0030	Hang and Finish Drywall	12	03/05/15	03/20/15
0031	Prime / Paint	5	03/16/15	03/20/15
0032	Acoustical Ceiling Grid	8	03/23/15	04/01/15
0033	MEP Ceiling Drops / Wall Trim Out	8	03/30/15	04/08/15
0034	Install VCT	8	04/13/15	04/22/15
0035	Drop Ceiling Tile	6	04/16/15	04/23/15
0080	Trimout	5	04/24/15	04/30/15
0042	Final Inspections	5	05/01/15	05/07/15
0049	Substantial Completion	0	05/08/15	



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Page number	2A

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Riviera Beach Maritime Academy
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