

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns, hereinafter referred to as "CRA." (hereinafter referred to as the "LANDLORD"), and the Riviera Beach CDC, a Florida not for profit corporation, its successors and assigns, hereinafter referred to as "CITY" (hereinafter referred to as the "TENANT") , having an address at 2001 Broadway, Suite 300, Riviera Beach, FL 33404.

**WITNESSETH:**

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

**1. DESCRIPTION, TERM AND RENT:**

1.1 LANDLORD hereby leases unto TENANT property located at 1101 Avenue "E", Riviera Beach, FL more particularly described in Exhibit "A" attached hereto. The term of this Lease is five (5) year commencing upon the execution of this lease, plus any renewals exercised per this Lease, for the total rental of One Dollar (\$1.00), the receipt and sufficiency of which LANDLORD acknowledges.

**2. USE OF PREMISES:**

TENANT may use and occupy the Premises for food distribution as well as any other uses mutually agreed upon by the LANDLORD and TENANT. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises.

**3. UTILITIES AND OTHER SERVICES:**

All utilities, services and maintenance expenses for the Premises shall be paid by TENANT.

**4. ALTERATIONS AND IMPROVEMENTS:**

Unless otherwise prohibited by the terms of this Lease, TENANT may upon the approval of LANDLORD, such approval not to be unreasonably withheld delayed or conditioned, at its own expense, make such changes, alterations, additions and improvements to the Premises as it may deem

necessary or expedient in its operation. All alterations and improvements made or caused to be made by TENANT which are permanently affixed to the land shall be the property of TENANT until such time as this Lease is terminated at which time such alterations and improvements shall become the property of the LANDLORD. TENANT shall execute and deliver to LANDLORD a bill of sale or other appropriate documentation at such time to evidence LANDLORD's ownership interest in the alterations and improvements.

5. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease which shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

6. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term or portions thereof with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold. Provided that if the Premises continue to be used for the permitted uses herein, LANDLORD herein grants its consent for such subletting or assignment without the necessity of further action for permitted uses as defined in Section 3 above. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults.

7. RENEWAL AND EXTENSION:

TENANT shall have one, five-year option to renew, subject to approval of the LANDLORD.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event that the Premises are not used principally for the purposes permitted herein LANDLORD may give TENANT notice thereof, by certified U.S. mail, and if TENANT shall fail to remedy such default within ninety (90) days after receipt of such notice, or if such default is of a nature that it cannot be cured within ninety (90) days, if TENANT shall not have taken action to commence to cure such default and be diligently pursuing the same, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

10. DAMAGE TO PREMISES:

TENANT agrees that all property placed on the Premises shall be at the risk of TENANT, and that TENANT shall be solely responsible for the repair, maintenance, and operation of the interior portion of the Premises during the term of this Lease, subject to LANDLORD's and TENANT's obligations in Section 12 below.

11. FIRE OR OTHER CASUALTY:

If the Premises are rendered untenable by the elements or any other cause, or if the Premises are destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, LANDLORD shall proceed to diligently proceed to rebuild the Premises (as initially constructed to a shell finish) using insurance proceeds, unless the parties mutually agree not to rebuild and to terminate this Lease. In the event that the parties agree not to rebuild, this Lease shall cease and come to an end, and TENANT shall have no further liability hereunder. In such a case, TENANT shall be entitled to the portion of the insurance proceeds attributable to the Premises.

12. REPAIRS:

LANDLORD covenants to keep the Premises (except for the interior finish of the Premises and TENANT's furnishings, fixtures and equipment), at its cost and expense except as set forth below, in good order, condition and repair during the term of the Lease. Without limiting the foregoing, LANDLORD shall maintain, repair and replace as necessary the structural components of the Premises including, but not limited to the roof, walls, foundation, and Building Systems, and the exterior grounds serving the Premises. Exterior maintenance, including without limitation, the landscaping, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas (including cleaning of the asphalt, painting, striping, paving, and repairs) shall be performed by the LANDLORD at its sole cost and expense.

13. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

14. INSURANCE:

LANDLORD agrees that during the term hereof it will, at its expense, keep the Premises insured against loss or damage by fire, together with extended coverage to the extent of replacement value thereof. TENANT shall be responsible, at its cost and expense, to insure its furnishings, fixtures and equipment with such proceeds payable to TENANT.

15. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises.

16. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risk 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 of Broward County.

17. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice.

Notice to TENANT shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
2001 Broadway, Suite 300  
Riviera Beach, Florida 33404

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the LANDLORD shall be addressed to:

Executive Director  
Riviera Beach Community Redevelopment Agency  
2001 Broadway, Suite 300  
Riviera Beach, FL 33401

18. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

19. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

20. RIGHT TO MORTGAGE:

LANDLORD may encumber the Premises by mortgage or mortgages without the prior written consent of TENANT.

21. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

22. PRIOR AGREEMENTS:

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

23. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Palm Beach County, Florida.

24. CONDEMNATION:

TENANT reserves unto itself, and LANDLORD assigns to TENANT, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. LANDLORD agrees to execute such instruments or assignments as may be required by TENANT, to join with TENANT in any petition for the recovery of damages, if requested by TENANT, and to turn over to TENANT any such damages that may be recovered in any such proceeding. TENANT does

not reserve to itself, and LANDLORD does not assign to TENANT, any damages payable for the value of the land alone, excluding the Building and the improvements to the Land. TENANT shall also retain all damages for any trade fixtures installed by TENANT on the Premises at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to the business of TENANT.

25. PUBLIC ENTITY CRIMES ACT:

TENANT represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to LANDLORD and may not submit bids on leases of real property to LANDLORD for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of all monies paid hereto.

In addition to the foregoing, TENANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

26. INDEPENDENT CONTRACTOR:

LANDLORD is an independent contractor under this Lease. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

27. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

28. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local

laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

29. SEVERANCE:

In the event this Lease or a material portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

30. JOINT PREPARATION:

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

32. RECORDING:

Not applicable

33. OTHER PROVISIONS:

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

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IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

**WITNESSES:**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**LANDLORD:**

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_

By:\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Title:\_\_\_\_\_

**TENANT:**

**RIVIERA BEACH CDC**

\_\_\_\_\_

By:\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Title:\_\_\_\_\_

EXHIBIT "A"

|                   |                                                                                                                                                     |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Legal Description | East 70 feet of Lots 14 to 16, inclusive, Block 17, Riviera, recorded in Plat Book 2, Pages 90 and 91, Public Records of Palm Beach County, Florida |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

Parcel No.: 56434233060170141