

# City of Stuart

Mary R. Kindel | City Clerk  
121 SW Flagler Ave. Stuart, FL 34994  
Phone: 772.288.3599

September 27, 2019

Florida Representative Toby Overdorf  
33 SW Osceola Street  
Stuart, FL 34994

RE: Lease for 151 SW Flagler Avenue

Dear Representative Overdorf,

Please find attached a copy of Resolution No. 69-2019 and the original Lease Agreement for 151 SW Flagler Avenue, Stuart, Florida 34994 between the Lessor, City of Stuart and you, the Lessee, Tobin R. "Toby" Overdorf, State Representative for District 83.

Please execute the attached original Lease Agreement and return it to my attention at the address provided below.

Mary Kindel, City Clerk  
121 SW Flagler Avenue  
Stuart, FL 34994

Please do not hesitate to contact me if you have any questions or comments. Thank you.

Sincerely,

Mary R. Kindel  
City Clerk



**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 69-2019**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND TOBY OVERDORF FOR THE PROPERTY LOCATED AT 151 SW FLAGLER AVENUE, STUART TO SERVE AS THE STATE REPRESENTATIVE DISTRICT 83 OFFICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

WHEREAS, the City owns the building located at 151 SW Flagler Avenue in the City of Stuart. The office will serve as the State Representative District 83 Office.

WHEREAS, Toby Overdorf seeks to execute a lease agreement with the City of Stuart for the building; and

WHEREAS, the City Commission finds that it is befitting to lease the building located at 151 SW Flagler Avenue to Toby Overdorf for use as the District 83 Office which will allow this historic structure to be accessed by the public as it will serve as a public governmental office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a lease agreement between the City of Stuart and Toby Overdorf for an initial period of four (4) years with the option of an additional (4) years with a total lease not to exceed 8 years.

SECTION 2: This resolution shall take effect upon adoption.

Res.69-2019  
Lease for 151 SW Flagler Ave.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR  
EULA R. CLARKE, VICE MAYOR  
KELLI GLASS LEIGHTON, COMMISSIONER  
MERRITT MATHESON, COMMISSIONER  
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 23<sup>rd</sup> day of September, 2019.

ATTEST:

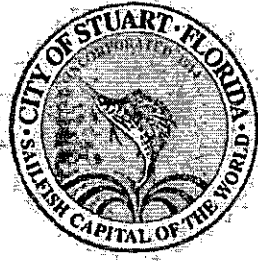
  
MARY R. KINDEL  
CITY CLERK

  
REBECCA S. BRUNER  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL J. MORTELL  
CITY ATTORNEY





**LEASE AGREEMENT**  
**151 S.W. Flagler Ave., Stuart, Florida 34994**

**SECTION 1**  
**PARTIES**

This Lease is made between the City of Stuart, Florida, a municipal corporation with its principal place of business located at 121 S.W. Flagler Avenue, Stuart, Florida, hereinafter the "LESSOR" and Tobin R. "Toby" Overdorf, the State Representative for District 83, and hereinafter the "LESSEE".

**SECTION 2**  
**LEASED PREMISES**

LESSOR hereby leases to LESSEE a 1000 square foot (approximately) single story wood frame building located at 151 S.W. Flagler Avenue, Stuart, Florida and that portion of the landscaped open space immediately contiguous to the house and a "backyard" approximately 30 feet to the rear of the house, running parallel to the east exterior wall of the structure, (hereinafter the "Premises"). LESSEE will use the entire structure as an office for the District 83 State Representative Office.

**SECTION 3**  
**TERM**

The Premises are leased for a term commencing on January 1, 2020 and ending, December 30, 2024. Toby Overdorf shall have the option to extend this Lease for an additional term up to four (4) years by providing notice to the City Manager of the City of Stuart, Florida no later than December 1, 2024. In the event the leased Premises becomes part of a development of the land, generally bounded by the Florida East Coast Railway Right-Of-Way, the waters of the St. Lucie River, and Second Street, the LESSEE agrees that the City of Stuart shall have the right to terminate this Lease and the LESSEE shall vacate within ninety (90) days of notice to do so given by the LESSOR as provided in Section 14 below. The parties agree that this Lease shall terminate if Toby Overdorf shall leave office for any purpose.

**SECTION 4  
RENT**

The rent shall be One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per month, exclusive of sales tax, payable on the 1<sup>st</sup> day of the month in advance.

**SECTION 5  
CARE AND REPAIR OF PORTIONS OF LEASED STRUCTURE**

LESSEE accepts the Premises "As Is." LESSOR shall make such improvements as are needed at the discretion of the LESSOR to avoid drainage and erosion damage to the Premises and to replace or repair windows and screening. The LESSOR shall be responsible for the Air Conditioning/HVAC system during the term of the Lease. The LESSEE shall be responsible for replacing the air conditioning filters. In the event the system is not operating correctly, the LESSEE shall notify the LESSOR immediately and the LESSOR shall make such repairs as are deemed necessary. LESSOR shall not be responsible to reimburse LESSEE for any repairs incurred by the LESSEE directly without express written authorization from the LESSOR in advance. LESSEE shall commit no act of waste and shall take good care of the exterior of the building and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments.

**SECTION 6  
LIABILITY INSURANCE**

LESSEE hereby covenants and agrees that during the term of this Lease it shall save, hold, and keep harmless and indemnify LESSOR against any and all claims, demands, penalties, judgments, court costs, attorneys fees, and liabilities of every kind and nature whatsoever in connection with any injury to or death of any person or damage to property due to or arising out of LESSEE'S occupancy of the Leasehold Premises, or any part thereof, or arising out of any negligent activity of the user or due to the negligent installation, operation or maintenance by the user or any fixtures or equipment in or upon the Leasehold Premises or which may be incurred by user of any default or failure of LESSEE to comply in any respect with the provisions of this Lease, and LESSEE agrees to provide, at its own cost and expense, all insurance required in this Lease. LESSEE shall provide to LESSOR, at the commencement of the term, evidence of liability coverage written on an occurrence basis, with a limit of liability of at least \$500,000.00 for injury to any person or persons, including death and for damage to property covering the Leasehold Premises. LESSOR shall be an additional named insured on the liability policy. The insurance company providing such insurance must be authorized to conduct business in the State of Florida by the Insurance Commission of the State of Florida.

**SECTION 7  
ALTERATIONS, ADDITIONS OR IMPROVEMENTS**

LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions or improvements in, to, or about the Premises. LESSOR agrees LESSEE may install additional lighting, window treatments and phone jacks in all the rooms to be the property of LESSEE.

**SECTION 8  
ACCUMULATION OF WASTE OR REFUSE MATTER**

LESSEE shall not permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the building.

**SECTION 9  
ASSIGNMENT OF SUBLEASE**

LESSEE shall not, without first obtaining the written consent of the LESSOR, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises. LESSEE shall not sublet or allow others to occupy the Premises without the prior approval of the LESSOR.

**SECTION 10  
UTILITIES**

LESSEE agrees to pay for all utility services. Utilities are contemplated to be Electricity and City water/sewer.

**SECTION 11  
DEFAULT**

In the event any action is instituted at law to enforce any covenant in this Lease or to recover possession of the Leasehold Premises for any default or breach of this Lease the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by the court.

**SECTION 12  
EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS**

The failure of either party to insist on strict performance of any covenant or condition of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**SECTION 13  
LESSOR'S RIGHT TO CURE LESSEE'S BREACH**

If LESSEE breaches any covenant or condition of this Lease, LESSOR may, on reasonable notice to LESSEE (except that no notice need be given in case of emergency), cure such breach at the expense of LESSEE and the reasonable amount of all expenses, including attorney's fees, incurred by LESSOR in so doing (whether paid by LESSOR or not) shall be deemed additional rent payable on demand.

**SECTION 14  
NOTICES**

Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope:

To LESSOR:           City Manager, City of Stuart  
                              121 S.W. Flagler Avenue  
                              Stuart, FL 34994

To LESSEE:           Tobin R. "Toby" Overdorf  
                              151 S.W. Flagler Avenue  
                              Stuart, FL 34994

Or at such other address as LESSOR or LESSEE, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the third day after the mailing of such notice.

**SECTION 15  
LESSOR'S RIGHT TO INSPECT**

LESSOR may enter the Leasehold Premises at any reasonable time, upon adequate notice to LESSEE (except that no notice need be given in case of emergency) for the purpose of inspection of the condition of the building, as LESSOR deems necessary or desirable. LESSEE shall have no claim or cause of action against LESSOR by reason of such reasonable entry.

**SECTION 16  
EFFECT OF OTHER REPRESENTATIONS**

No representations or promises shall be binding on the parties to this Lease except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

**SECTION 17  
PEACEFUL ENJOYMENT**

LESSOR covenants that if, and so long as, LESSEE pays the rent and performs the covenants of this Lease; LESSEE shall peaceably and quietly have, hold, and enjoy the Leasehold Premises for the Term herein mentioned, subject to the provisions of this Lease.

**SECTION 18  
LESSEE'S EMPLOYEES NOT EMPLOYEES OF LESSOR**

Agents, servants or employees of LESSEE shall be solely representatives of LESSEE and shall not be considered agents, servants or employees of LESSOR.

**SECTION 19  
JURISDICTION; VENUE**

This Lease shall be governed and interpreted by the laws of the State of Florida then in force. Venue shall be in Martin County, Florida.

**SECTION 20  
SEVERABILITY**

If for any reason whatsoever, any of the provisions of this Lease shall be unenforceable or ineffective, all the other provisions hereof shall be and remain in full force and effect. The provisions of this Lease constitute and are intended to constitute the entire agreement of the parties. No terms, conditions, warranties, promises or understandings of any nature whatsoever, express or implied, exist between the parties except as herein expressly set forth.

**SECTION 21  
AMENDMENT**

This Lease may be modified or amended only by written instrument, duly authorized and executed by both parties.

WHEREFORE, the parties have hereunto affixed their hands and seals as of the 26<sup>th</sup> day of September, 2019.



Signed, sealed and witnessed in our presence:

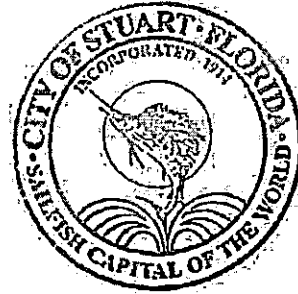
LESSOR:

CITY OF STUART

By: *Rebecca Bruner*  
REBECCA S. BRUNER  
MAYOR

ATTEST:

*Mary R. Kinzel*  
MARY R. KINDEL  
CITY CLERK



APPROVED AS TO FORM AND  
CORRECTNESS:

*Michael J. Mortell*  
MICHAEL J. MORTELL, ESQ.  
CITY ATTORNEY

LESSEE:

*Toby Overdorf*  
TOBIN R. TOBY OVERDORF  
State Representative, District 83

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