



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

**RESOLUTION NUMBER 10-2018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE THE SIGNING OF A LEASE BETWEEN THE CITY OF STUART AND CULPEPPER & TERPENING FOR 151 SW FLAGLER AVENUE, FOR THE PERIOD OF JANUARY 1, 2018 AND ENDING, DECEMBER 31, 2019: AND FOR OTHER PURPOSES.**

\* \* \* \* \*

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

SECTION 1: Culpepper and Terpening requests authorization by the Mayor and City Clerk to execute a lease agreement of City owned property for a 1,000 square foot building located at 151 SW Flagler Avenue, subsequent to review and approval by City Attorney; for a two year period effective January 1, 2018 through December 31, 2019.

An option to extend through August 31, 2020 remains with the consent of both parties, and is subject to the provisions of Section 9.05. Long term lease or conveyance of waterfront property; subject to approval at referendum. A copy of the Lease Agreement is on file in the Office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

Res. 10-2018

Lease with Culpepper and Terpening for 151 SW Flagler Avenue

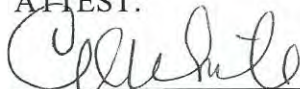
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows: vote was as follows:

KELLI GLASS LEIGHTON, MAYOR  
BECKY BRUNER, VICE MAYOR  
TOM CAMPENNI, COMMISSIONER  
EULA R. CLARKE, COMMISSIONER  
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
X			
X			
X			
X			
X			

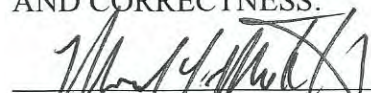
ADOPTED this 8th day of January, 2017.

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
KELLI GLASS LEIGHTON  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY





# CITY OF STUART, FLORIDA

## LEASE AGREEMENT

### CULPEPPER AND TERPENING, INC.

#### SECTION I PARTIES

This "LEASE" approved on this 8<sup>th</sup> day of January, 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 Culpepper and Terpening, Inc., a Florida corporation, 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. LESSEE will use the entire structure as an office for a landscape architecture business.

#### SECTION 3 TERM

3.1 The premises are leased for a period of two years commencing on January 1, 2018 and ending, December 31, 2019. This lease may be extended at the option of both parties through August 31, 2020, and is subject to the provisions of **Sec. 9.05. Long term lease or conveyance of waterfront property; subject to approval at referendum.**

3.2 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 LEESSEE agrees to vacate the leased premises within 90 days of notice to do so given by the LESSOR as provided in section 14 below.

#### SECTION 4 RENT

The rent shall be One Thousand Nine Hundred and Fifty Dollars (\$1,950.00) per month inclusive of sales tax payable on the 20th day of the month in advance.

SECTION 5  
CARE AND REPAIR OF PORTIONS OF LEASED STRUCTURE

5.1 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. 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.

5.2 LESSEE shall be responsible for the reimbursement for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal, and shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

5.3 LESSOR shall be responsible for the arrangements and direct payment to the inspecting vendor for fire extinguisher/suppression, and testing certifications for the leased property. The expenses for this service shall be reimbursed by the LESSEE TO THE LESSOR.

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, attorney's 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 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 phonejacks in all of 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 other to occupy the premises without the prior approval of the City.

SECTION 10  
UTILITIES

LESSEE agrees to pay for all utility services.

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 by LESSEE, LESSEE shall pay such reasonable attorney's fees as may be determined by the court should LESSOR be the prevailing party.

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:           Culpepper and Terpening, Inc.  
                              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.

#### SECTION 20 SEVERABILITY

If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of 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.

IN WITNESS WHEREOF, the City has hereunto subscribed and the Lessee has signed his, its, or their name, or names the date aforesaid.

LESSOR:  
CITY OF STUART, FLORIDA

  
KELLI GLASS LEIGHTON  
MAYOR

LESSEE:  
CULPEPPER and TERPENING, INC.

  
SHERRY TERPENING  
CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM AND  
CORRECTNESS:

  
MICHAEL MORTELL  
CITY ATTORNEY



ATTEST:

  
CHERYL WHITE  
CITY CLERK



# CITY OF STUART, FLORIDA

## LEASE AGREEMENT

### CULPEPPER AND TERPENING, INC.

#### SECTION I PARTIES

This "LEASE" approved on this 8<sup>th</sup> day of January, 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 Culpepper and Terpening, Inc., a Florida corporation, 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. LESSEE will use the entire structure as an office for a landscape architecture business.

#### SECTION 3 TERM

3.1 The premises are leased for a period of two years commencing on January 1, 2018 and ending, December 31, 2019. This lease may be extended at the option of both parties through August 31, 2020, and is subject to the provisions of **Sec. 9.05. Long term lease or conveyance of waterfront property; subject to approval at referendum.**

3.2 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 LEESSEE agrees to vacate the leased premises within 90 days of notice to do so given by the LESSOR as provided in section 14 below.

#### SECTION 4 RENT

The rent shall be One Thousand Nine Hundred and Fifty Dollars (\$1,950.00) per month inclusive of sales tax payable on the 20th day of the month in advance.



SECTION 5  
CARE AND REPAIR OF PORTIONS OF LEASED STRUCTURE

5.1 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. 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.

5.2 LESSEE shall be responsible for the reimbursement for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal, and shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

5.3 LESSOR shall be responsible for the arrangements and direct payment to the inspecting vendor for fire extinguisher/suppression, and testing certifications for the leased property. The expenses for this service shall be reimbursed by the LESSEE TO THE LESSOR.

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, attorney's 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 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 phonejacks in all of 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 other to occupy the premises without the prior approval of the City.

SECTION 10  
UTILITIES

LESSEE agrees to pay for all utility services.

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 by LESSEE, LESSEE shall pay such reasonable attorney's fees as may be determined by the court should LESSOR be the prevailing party.

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:           Culpepper and Terpening, Inc.  
                              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.

#### SECTION 20 SEVERABILITY

If for any reason whatsoever any of the provisions of this Lease shall be unenforceable or ineffective, all of 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.

IN WITNESS WHEREOF, the City has hereunto subscribed and the Lessee has signed his, its, or their name, or names the date aforesaid.

LESSOR:  
CITY OF STUART, FLORIDA

  
KELLI GLASS LEIGHTON  
MAYOR

LESSEE:  
CULPEPPER and TERPENING, INC.

  
SHERRY TERPENING  
CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM AND  
CORRECTNESS:

  
MICHAEL MORTELL  
CITY ATTORNEY



ATTEST:

  
CHERYL WHITE  
CITY CLERK