

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (CITY), and the Nap Ford Community School, Inc., a Florida non-profit corporation (SCHOOL).

WHEREAS, the CITY and SCHOOL previously entered into a Lease Agreement dated July 16, 2001, as amended, for the School's lease of the Leased Premises described herein for the operation of the Nap Ford Charter School:

WHEREAS, the SCHOOL has been working on plans to relocate to another site upon which to establish a permanent school facility but has not yet finalized plans for such relocation at this time; and

WHEREAS, to assist the SCHOOL with its desire for a permanent school facility, in November of 2015, the CITY and Creative Village Development LLC conveyed \$100,000 in salvage proceeds from the demolition of the Amway Arena to the SCHOOL as set forth in the Agreement Regarding Demolition of Amway Arena dated September 1, 2011; and

WHEREAS, the term of the Lease Agreement expired on July 31, 2016 and the CITY and SCHOOL desire to enter into this new Lease Agreement for a term of approximately one (1) year beginning August 1, 2016 and ending June 15, 2017 to allow additional time for the SCHOOL to finalize its relocation plans; and

WHEREAS, the CITY is preparing for the University of Central Florida to construct a new school on the Leased Premises, and as such, the term of this Lease will expire on June 15, 2017 with no additional extensions or amendments.

NOW THEREFORE, in consideration of the premises, and promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and SCHOOL hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into and made a part of the Lease as if fully set forth herein.

2. Leased Premises. The CITY does hereby Lease to the SCHOOL, and the SCHOOL does hereby let as tenant from the CITY, the real property and improvements located at 648 Bentley Street, as more particularly described in Exhibit "A", attached hereto and incorporated herein, by reference (Leased Premises).

3. Term of Lease. The term of the Lease shall be approximately eleven (11) months beginning on August 1, 2016 and ending on June 15, 2017 (Term). The Term of the Lease shall not be extended, and the SCHOOL agrees to vacate the Leased Premises on or before June 15, 2017.

4. Use of Leased Premises. The SCHOOL shall use the Lease Premises solely for the operation of a charter elementary school and related activities as authorized by Florida

Law and the School Board of Orange County, Florida Charter for Nap Ford Community School dated November 14, 2000 (Charter).

5. Rent. The SCHOOL shall pay the CITY the sum of One Dollar and 00/100 (\$1.00) as rent for the Leased Premises during the Term. All rental payments shall be made payable to the City of Orlando and mailed or hand-delivered to the Real Estate Manager, City of Orlando, 4th floor, City Hall, 400 South Orange Avenue, Orlando, Florida 32801.

Improvements. The following improvements were constructed by the City for the School's use during the Term:

twelve (12) modular, concrete buildings approximately eight hundred and sixty-four (864) square feet each, consisting of seven (7) classroom units, one (1) computer lab unit, two (2) administrative office units, two (2) multi-purpose units, plus restroom facilities in each of the twelve (12) units, a parking area, playground, landscaping and fencing, all as shown on the site plan attached hereto and incorporated herein, by reference, as Exhibit "B" (Improvements).

The Improvements shall be owned by the CITY and are included within the Leased Premises being leased to the SCHOOL as provided herein. At the termination of the Lease, the ownership of the Improvements shall remain with the CITY. The SCHOOL shall not construct improvements on the Leased Premises without the prior written consent of the CITY.

7. Tenant Improvements. The SCHOOL shall furnish and install the necessary equipment, fixtures and personal property necessary for the operation of the charter elementary school on the Leased Premises, including, but not limited to, student desks, chairs, computers and office furniture (Tenant Improvements). The SCHOOL shall keep the Tenant Improvements in good condition and repair, normal wear and tear excepted. The Tenant Improvements shall remain the property of the SCHOOL, and at the expiration or earlier termination of the Lease, the SCHOOL shall remove the Tenant Improvements from the Leased Premises and shall repair any damage to the Leased Premises resulting from such removal. If Tenant Improvements are not removed within thirty (30) days after the end of the Lease, such Tenant Improvements shall be considered abandoned and automatically become the property of the CITY.

8. Repairs and Maintenance. The CITY shall be responsible for the repair and maintenance of the roofs, building foundations, exterior walls, plumbing, heating, ventilation and air conditioning systems (Structural Repairs). The SCHOOL shall be responsible for the repair and maintenance of all items other than Structural Repairs, including but not limited to, graffiti, windows, plate glass, toilets, faucets, light bulbs, fixtures, appliances and minor plumbing and electrical repairs. The SCHOOL shall maintain the Leased Premises in a good, safe and sanitary condition throughout the term of the Lease, normal wear and tear excepted. The CITY shall be entitled to inspect the Leased Premises and Improvements once per year and provide the SCHOOL with a written list of items requiring repair by the SCHOOL. The SCHOOL shall have thirty (30) days from its receipt of the list to repair all items on the list. The failure of the SCHOOL to repair the items within such time period shall be a breach of this Lease.

9. Utilities. The SCHOOL shall be responsible for arranging and paying for the cost of all utilities provided to the Leased Premises, including but not limited to, water, electric, telephone and refuse collection service.

10. Janitorial Service. The SCHOOL shall provide janitorial service to the Leased Premises at its sole expense.

11. Security. The SCHOOL shall be responsible for the Leased Premises and shall ensure the safety of its' students and staff during school hours and at all times that they are present on the Leased Premises. The SCHOOL shall take the necessary steps to insure students' safe ingress and egress to the Leased Premises through the use of monitors, crossing guards and designated drop off/pick up areas. The CITY shall install a fence on the east and south boundary of the Leased Premises. The SCHOOL shall require that all of its' staff, employees and volunteers satisfactorily pass a background check prior to their commencing work at the Leased Premises.

12. Signage. The SCHOOL shall install appropriate signage to identify the charter school and the hours and areas of public access. All signage is subject to the sign regulations of the CITY and the Downtown Development Board (DDB).

13. Exclusive Use. The SCHOOL shall be entitled to exclusive possession and enjoyment of the Leased Premises, subject to the terms described herein.

14. Termination. This Lease Agreement may be terminated (1) by the CITY if the SCHOOL fails to perform any obligation under this Lease, except for the obligation to pay rent when due, and does not remedy the failure within thirty (30) calendar days after receipt by the SCHOOL of written demand from the CITY to do so; (2) by the CITY if the SCHOOL fails to pay rent when due and does not remedy the failure within ten (10) days after receipt by the SCHOOL of a notice pursuant to Section 83.20(2), Florida Statutes; or (3) by the SCHOOL if the CITY fails to perform any obligation under this Lease, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written demand from the SCHOOL to do so;

15. INDEMNIFICATION AND INSURANCE

A. Indemnification

SCHOOL hereby agrees to indemnify and hold harmless without limit the CITY, and its' officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Lease, caused by any act or omission of SCHOOL, its agents, servants, employees or others, or because of or due to the mere existence of this Lease between the parties.

As a material condition of this Lease, indemnity and defense of the CITY shall include indemnity and defense for all claims made alleging negligence or any other basis of liability against the CITY in any way connected with the activities of the SCHOOL, without regard to allegations made or not made against the SCHOOL.

B. Insurance

SCHOOL, at its own expense, shall keep in force and at all times maintain during the term of this Lease the following policies of insurance, with the CITY being the second Named Insured on each Policy. CITY reserves the right to modify any aspect of the insurance requirements, including the addition of new types of coverage, as the result of reasonable and prudent risk management review of the activities upon or associated with the Leased Premises:

1. Public Liability Insurance:

Public Liability and Fire Legal Liability Insurance shall be provided through the purchase of coverage by responsible insurance companies in a form acceptable to the CITY, and protecting and insuring with limits of not less than Five (5) Million Dollars (\$5,000,000.00) per occurrence, for Bodily Injury (BI), Abuse and Molestation, Defamation, and Property Damage (PD) and Five Thousand Dollars for Medical Payments Coverage.

2. Workers' Compensation/Employer Liability Insurance:

Full and complete Workers' Compensation Coverage as required by State of Florida law and Employers Liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence shall be provided. Said policy shall provide that the CITY be an additional insured with respect to services provided to, at, or on behalf of SCHOOL.

3. Automobile Liability Insurance:

Automobile liability insurance coverage shall be in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence for BI/PD, including hired/non-owned vehicles regardless of number of passengers transported.

4. Property Insurance:

Replacement Cost coverage for all personal property owned or entrusted to the SCHOOL.

5. Employment Practices, Directors and Officers, Crime/Fidelity

A minimum amount of Five Million Dollars (\$5,000,000) per occurrence.

C. Insurance Certificates:

The SCHOOL shall provide the CITY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CITY. The CITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies

shall be issued by companies meeting the standards set forth in the following paragraph and shall be licensed and authorized to do business under the laws of the State of Florida.

Insurance companies furnishing insurance coverage required by this Lease must have no less than a "A" Financial Rating and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports. The CITY may waive or amend the insurance coverage requirements contained herein.

D. Sovereign Immunity Limits.

The procurement of the insurance coverage as set forth herein shall not constitute a waiver of the CITY's sovereign immunity limits.

16. Compliance With Laws

(A) The SCHOOL shall comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations relating to charter schools, including, but not limited to, the Americans With Disabilities Act (ADA) and the rules and regulations of the Orange County School Board. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be the SCHOOL's responsibility.

(B) The CITY shall comply with all applicable laws, rules and regulations imposed upon it as the owner of the Leased Premises.

(C) This Lease is contingent upon the SCHOOL obtaining all certificates, permits, and other approvals that may be required by any federal, state, or local authority for the operation of the charter school on the Leased Premises. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be the SCHOOL's responsibility.

(D) At all times during this Lease the School must maintain its accreditation as an approved charter school.

17. Taxes. The payment of all applicable real estate or personal property taxes relating to the Leased Premises and Tenant Improvements, respectively, shall be the sole responsibility of the SCHOOL, subject to any exemptions from the payment of such taxes under Florida Law.

18. Attorney's Fees. If any legal action or proceeding is brought by either party for default or breach of this Agreement or to enforce any provision hereof, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorney's fees and court costs at both trial and on appeal.

19. Damage or Destruction of Leased Premises. If the Leased Premises or any portion thereof are destroyed or damaged so as to materially hinder effective use of the Leased Premises as a charter school, then the SCHOOL may elect to terminate this Lease by giving thirty (30) days written notice to the CITY. In such event, the SCHOOL shall promptly remove the Tenant Improvements from the Leased Premises. This Lease (and the SCHOOL's obligation to pay the Rent) shall terminate upon the SCHOOL's fulfillment of the obligations set forth in the preceding sentence, at which termination the SCHOOL shall be entitled to the reimbursement of any prepaid Rent on a monthly pro-rata basis. The CITY shall have no obligation to reconstruct damage to the Leased Premises that materially hinders effective use of the Leased Premises as a charter school. The SCHOOL shall have the option, but not the obligation, to repair or reconstruct the Leased Premises at its sole cost and expense. If the SCHOOL exercises its option to repair or reconstruct the Leased Premises, it shall do so in a manner that restores the Leased Premises to its structural integrity and capacity prior to such damage or destruction. Upon such repair or reconstruction of the Leased Premises by the SCHOOL, the SCHOOL shall be entitled to an abatement of the Rent equal to the lesser of (a) the cost of such repair or reconstruction (as evidenced by invoices approved by the CITY) or, (b) the rent due during the reconstruction. In the event of such repair or reconstruction, the CITY shall retain title to the Leased Premises as repaired or reconstructed.

20. Condemnation. In the event the Leased Premises is taken by eminent domain, this Lease shall automatically terminate as of the date title to the Leased Premises vests in the condemning authority. In the event of any taking under the power of eminent domain, the SCHOOL shall not be entitled to any portion of the award paid for the taking and the CITY shall receive full amount of such award. The SCHOOL hereby expressly waives any right or claim to any portion thereof and all damages, whether awarded as compensation for diminution in value of the Tenant Improvements or Leased Premises, shall belong to the CITY. Furthermore, the SCHOOL hereby waives any rights to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by the SCHOOL on account of any and all damage to the SCHOOL's business and any costs or expenses incurred by the SCHOOL in moving/removing its Tenant Improvements. The CITY will inform the SCHOOL of the commencement of any eminent domain proceedings by any governmental authority.

21. Estoppel Certificate. Either party shall at any time and from time to time upon not less than ten (10) days prior request by the other party deliver to the requesting party a statement in writing certifying whether (a) the Lease is in full force or has been modified (if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) Rent and other charges have been paid; (c) the party requesting the Estoppel Certificate is in default under any provisions of the Lease; and (d) such other matters as the party may reasonably request.

22. Notices. All notices, requests, demands, and other communications required or given hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the CITY, to: Real Estate Manager
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

with a copy to: City Clerk
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

If to SCHOOL, to: Nap Ford Community School, Inc.
648 Bentley Street
Orlando, Florida 32801

23. Assignment/Subletting. The SCHOOL shall not assign or sublet this Lease without the prior written consent of the CITY which consent shall not be unreasonably withheld.

24. Liens. The SCHOOL shall insure that no liens or claims of liens are recorded against the Leased Premises by any party, and the recording of any such lien, unless removed within thirty (30) days of filing, shall be a default by the SCHOOL of this Lease.

25. Radon. Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Non- Discrimination. The SCHOOL covenants and agrees that no person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises pursuant to this Lease on the grounds of race, color, or national origin.

27. Miscellaneous

(A) The CITY and SCHOOL represent that each, respectively, has full right, power, and authority to execute this Lease.

(B) This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(C) This Lease shall be construed in accordance with the laws of the State of Florida. The location for the settlement of any disputes arising out of this Lease shall be Orange County, Florida.

(D) If any term of this Lease is found to be void or invalid, such invalidity shall not

effect the remaining terms of this Lease, which shall continue in full force and effect.

(E) This Lease may be amended or modified at any time during the term of the Lease by the mutual, written agreement of the parties.

This Lease has been executed by the parties as of the date set forth above.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Pro Tem

Attest:

City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2016.

Assistant City Attorney

NAP FORD COMMUNITY SCHOOL, INC.,

By: [Signature]
Name: Judith Levin
Title: Board Chairperson

Witnesses:

(1) Sign: Heather T. Pearson
Print Name: Heather T. Pearson

(2) Sign: [Signature]
Print Name: Jennifer Peter-Smith

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of November 2016, by Judith Levin, the Board Chairperson of the Nap Ford Community School, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced a valid Florida Driver's License as identification.

Notary Public: Susan Ehrhart
Commission Expires:



Exhibit "A"

Lease for Nap Ford Charter School

The East 510.00 feet of the West 540.00 feet of the South 128.00 feet of the North 210.00 feet of the South 430.00 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 29 East, Orange County, Florida;
LESS AND EXCEPT the portion of the property described in the Right-of-Way Lease dated December 8, 1992 and recorded in Official Records Book 4508, Pages 2841 through 2847, Public Records of Orange County, Florida located within the above-described premises.

Containing 1.35 Acres, MORE or LESS.

EXHIBIT "B"

Parramore

Rhodes + Brito Architects

RB

Phase 2 | Phase 1

West Livingston Street

1" = 40'-0"



Phase 1

Map Ford Community School



1. Classroom - 24 X 36
2. Playground
3. K - Playground
4. Multipurpose Room 24 X 36
5. Comp. Lab 24 X 36
6. Admin. 24 X 36
7. Drop-off w/canopy
8. Bollards
9. Fence
10. Courtyard w/sidewalk & canopies
11. Playground Storage
12. School Crossing & signal

LICENSE

THIS LICENSE is made and entered into this ____ day of _____, 2016, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (City), and the Nap Ford Community School, Inc., a Florida non-profit corporation (School).

WHEREAS, the City has a leasehold interest in a portion of the property described in the Right-of-Way Lease between the City and Florida Central Railroad Company, Inc. dated December 8, 1992 and recorded in O.R. Book 4508, Page 2841, Public Records of Orange County, Florida (Lease), the portion of the property being more particularly described in Exhibit A attached hereto and incorporated herein, by reference (Licensed Premises); and

WHEREAS, the School will operate a charter school adjacent to the Licensed Premises, and desires to use the Licensed Premises for ingress/egress and vehicle parking; and

WHEREAS, the City is willing to license the Licensed Premises to the School for ingress/egress and vehicle parking.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and School hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into and made a part of this License as if fully set forth herein.

2. License. The City hereby grants to the School a revocable, non-exclusive license to occupy and use the Licensed Premises for ingress/egress and vehicle parking for the Nap Ford Charter School located adjacent to the Licensed Premises. This License is revocable by the City, at its convenience, upon twenty (20) days prior, written notice to the School.

3. Term of License. The term of this License shall be for a period of approximately eleven (11) months beginning August 1, 2016 and ending June 15, 2017. The term shall not be extended.

4. Maintenance. The School shall maintain the Licensed Premises in a good and clean condition and repair. If the School fails to do so, the City may clean or repair the Licensed Premises as needed and charge the School the costs thereof, or terminate this License upon twenty (20) days prior written notice to the School.

6. Indemnification. The School shall be responsible for any damages to persons or property which arise from its use of the Licensed Premises, and shall indemnify, defend and hold the City harmless from and against any and all liability, claims, damages, suits, action, and expenses of any sort, including attorney's fees at trial and on appeal, arising out of or from this License, the parking of vehicles on the Licensed Premises, or the use or occupancy of the Licensed Premises as provided for herein.

7. Notice. Any notice required or allowed to be delivered by this License shall be in writing and be deemed to be delivered when hand-delivered or sent certified mail, return receipt requested, to the address set forth opposite the party's name below or at such other address as the applicable party shall specify, by written notice to the other party delivered in accordance herewith:

City: Real Estate Manager
City Hall, 7th floor
400 S. Orange Avenue
Orlando, Florida 32801

with copy to: City Clerk
City Hall, 2nd floor
400 S. Orange Avenue
Orlando, Florida 32801

School: Nap Ford Community School, Inc.
648 Bentley Street
Orlando, Florida 32801

8. Termination. The City may terminate this License immediately if the School causes the City to be in violation of the Lease.

9. Lease. This License is subject to and conditioned upon the terms of the Lease.

11. Governing Law/Venue. This License is governed by the laws of the State of Florida. The location for the settlement of any disputes arising from this License Agreement shall be Orange County, Florida.

12. Entire Agreement. This License contains the entire understanding and agreement between the parties and no prior statements, agreements, or understanding, either written or oral, shall have any legal validity between the parties or be binding upon any of them. No modifications hereof shall be effective unless made in writing and executed by the parties.

IN WITNESS WHEREOF, the City and School have executed this License as of the date first written above.

CITY OF ORLANDO

ATTEST:

By: _____
Mayor / Pro Tem

City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2016.

Assistant City Attorney

NAP FORD COMMUNITY SCHOOL, INC.

By: Judith Levin

Name: Judith Levin

Title: Board Chairperson

WITNESSES:

Sign: Heather J. Pearson

Print Name: Heather J. Pearson

Sign: [Signature]

Print Name: Jennifer Peto-Smith

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Judith Levin, the Board Chairperson of the Nap Ford Community School, Inc., a Florida non-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced Florida Driver's License as identification.

Notary Public: Susan Ehrhart
Commission expires:



