

AMENDED AND RESTATED LEASE AGREEMENT
MALCOLM YONGE GYMNASIUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of the ___ day of _____ 2023, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the "City" or "Lessor") and the Lighthouse Private Christian Academy Inc. (the "Lessee"), a Florida not-for-profit corporation whose principal offices are located at 5613 Gulf Breeze Parkway, Gulf Breeze, Florida 32563.

WHEREAS, the City and the Lessee entered into a Lease Agreement (the "Original Lease") on March 2, 2022, recorded at OR 1505/642-657; and

WHEREAS, in order to correct and clarify the description of the leased property by replacing Exhibit A and adding Exhibit A-1, the parties intend by this Agreement to amend the existing lease agreement and restate the Agreement herein by this Amended and Restated Lease Agreement, the execution of which shall supersede and take effect in place of the existing provisions of the Original;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the Original Lease, as amended, shall be amended and fully restated by the following, superseding agreement:

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 900 East Jackson Street, more particularly described on Exhibits A and A-1 attached hereto and incorporated by reference and known as the Malcolm Yonge Gymnasium (the "Property"). Lessee intends to use the Property for school functions such as basketball and volleyball practices and games, physical education classes, and other school recreational and educational activities.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of twenty (20) years commencing on the date and year first above written.

4. RENEWAL

Upon written request of the Lessee, this lease may be extended for an additional ten (10) year renewal period beyond its initial term. Lessee must notify the Lessor at least six (6) months prior to the expiration of the initial term and the expiration of any subsequent renewals. Renewal of this lease will not be unreasonably withheld by the Lessor.

5. TERMINATION FOR CONVENIENCE

Lessor may terminate this Lease Agreement for convenience at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered three-hundred and sixty-five (365) calendar days in advance of the effective date of termination.

6. LEASE PAYMENTS

Lessee shall pay to the City lease payments of one-hundred dollars (\$100) annually for the duration of the lease. Lessee can also pay for the year at one time in a lump sum.

Lessee shall pay twenty-five thousand dollars (\$25,000) annually each year in capital improvements and/or repairs to the Property. Capital repairs shall not exceed the twenty-five thousand dollars (\$25,000) each year but can carry over into the next year for capital repairs that exceed the minimum twenty-five thousand dollars (\$25,000) each year. Lessee shall provide all receipts of repairs by December 31, each year.

A. Triple Net Lease

The parties agree that this is a triple net lease, and that the Lessee is responsible for all expenses such as general maintenance expenses (including landscaping), insurance, utilities, and any applicable taxes.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Paragraph 1, and any other uses must be approved by the City. Lessee also agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property for other City-sponsored recreational programs, such as summer basketball camps, summer volleyball camps, senior pickle ball and senior volleyball.

8. CONDITIONS OF USE

The Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee agrees to provide the following information to the City's Parks and Recreation Department:

- A list of all staff, coaches, assistant coaches, referees, volunteers, and board members, and update with any changes as they occur throughout the term of the Lease.
- Provide upon request a recent copy of the Level 1 background screening results on all of the above listed persons per F.S. 943.0438.
- A copy of Lighthouse Private Christian Academy's constitution, by-laws, and

- standard operating procedures
- Notification within 12 hours of any accident or incident involving medical, ambulatory staff or public safety personnel and a copy of any incident report.
 - Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and tournaments of Lighthouse and any governing sanction body of the applicable sport.

9. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

10. CONSTRUCTIONS AND TITLE TO IMPROVEMENTS

In the event Lessee proposes to make any substantial change in or to the improvements erected on the Property, such changes shall require Lessor's written approval which shall not be unreasonably withheld. Lessor shall furnish written approval or disapproval of such proposed changes within sixty (60) days of submission of said changes by Lessee.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that their lease payment contributions are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to Buildings and Improvements that are on and shall be placed upon the Property by Lessee shall vest to the Lessor upon the expiration or termination of this lease. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.

- C. That the Lessee shall maintain the interior of the Property in good working order and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use.
- D. That the Lessee shall be solely responsible for all internal and external maintenance of the structure, all janitorial services required, and landscape maintenance of the Property and its improvements.

13. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Exhibit B during the term of this Lease or any renewal or extension hereof.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Exhibit B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit B during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.
- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property, commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe, and substantial condition and shall use all reasonable precaution to prevent waste, damage, or injury to the Property.

20. DAMAGE :

Lessee shall repair, replace, and maintain the Property in a good, safe, and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property. In the event of damage to or destruction of any improvements hereafter constructed on the Property by fire, windstorm, water, or any other cause whatsoever, Lessee shall, within a reasonable time, repair or rebuild such structures so as to place the same in as good and tenable

condition as they were before the event causing such damage or destruction; failure to do so shall constitute a breach of this Lease.

21. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.
- D. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- E. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

22. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o City Administrator

City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee: Lighthouse Private Christian Academy, Inc.
Attn: President
625 North 9th Avenue
Pensacola, Florida 32501

23. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

24. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

25. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

26. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

27. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

28. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

29. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

30. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

31. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

32. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

33. SUBLETTING

Lessee may not sublet any portions of the Property without prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
DC Reeves
Mayor

Attest:

Ericka L. Burnett, City Clerk

Witnesses:

Signature

Print

Signature

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by DC Reeves, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2023.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

Legal in form and valid as drawn:

City Attorney's Office

Lighthouse Private Christian Academy, Inc.

Attest:

By: *Joanna Johannes*
Joanna Johannes, President

Secretary

Witnesses:

Carol A. Wakeling

Signature

CAROL WAKELING

Print

Colin Morris

Signature

COLIN MORRIS

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of December, 2023, by the President of Lighthouse Private Christian Academy Inc., a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced FLDL as identification.

GIVEN under my hand and official seal this 27th day of December, 2023.

NOTARY PUBLIC

John Barrett Bannister
Name

John Barrett Bannister

[Type or print Name]

My Commission Expires:

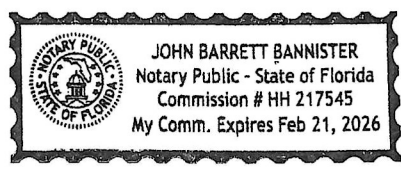


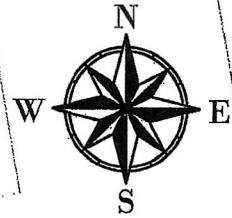
EXHIBIT A

A parcel of land in Escambia County, Florida being more particularly described as follows:

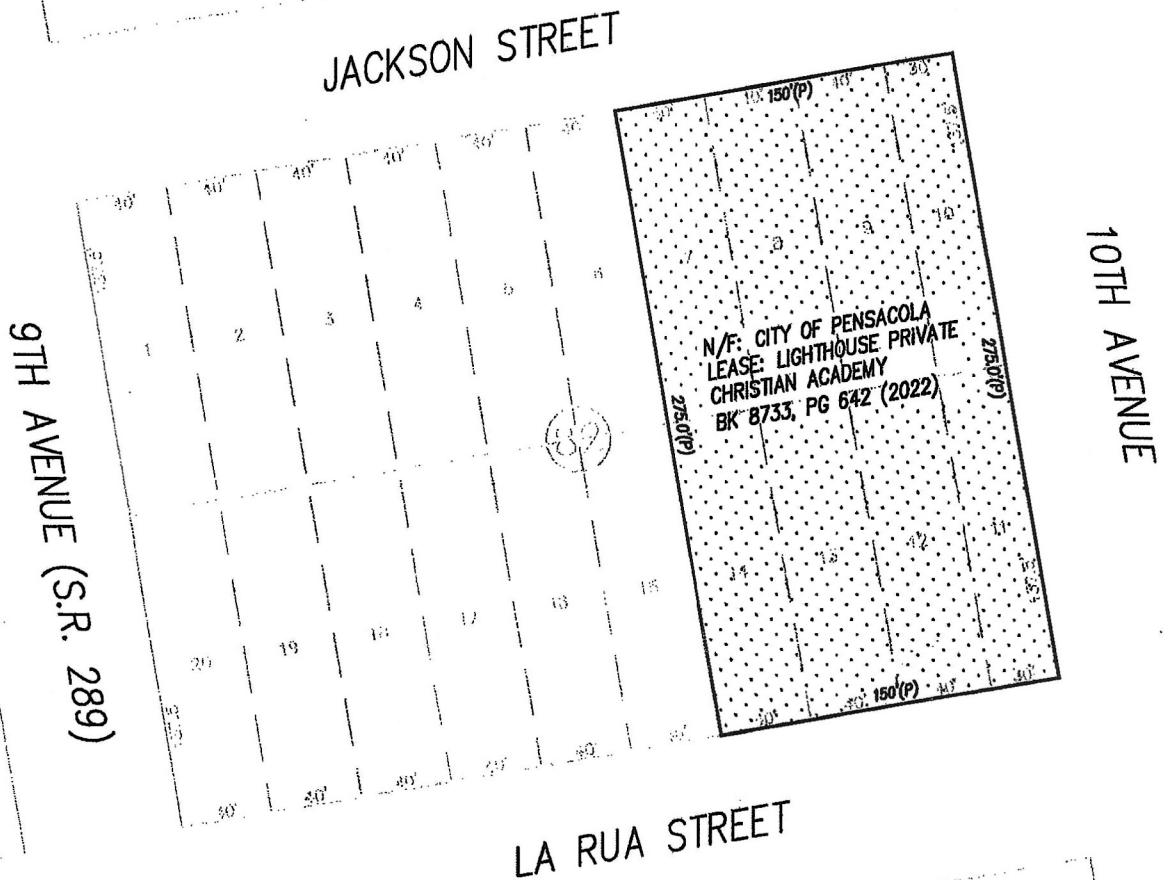
LOTS 7 THROUGH 14 INCLUSIVE, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

ABBREVIATIONS:
(C) - CALCULATED
(D) - DEED INFORMATION
(P) - PLAT INFORMATION
N/F - NOW OR FORMERLY

EXHIBIT A-1



SCALE 1" = 80'



Description

LOTS 7 THROUGH 14 INCLUSIVE, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA

LOTS 7-14, BLOCK 82, NEW CITY TRACT

THIS SKETCH IS NOT A SURVEY

DECEMBER 8, 2022

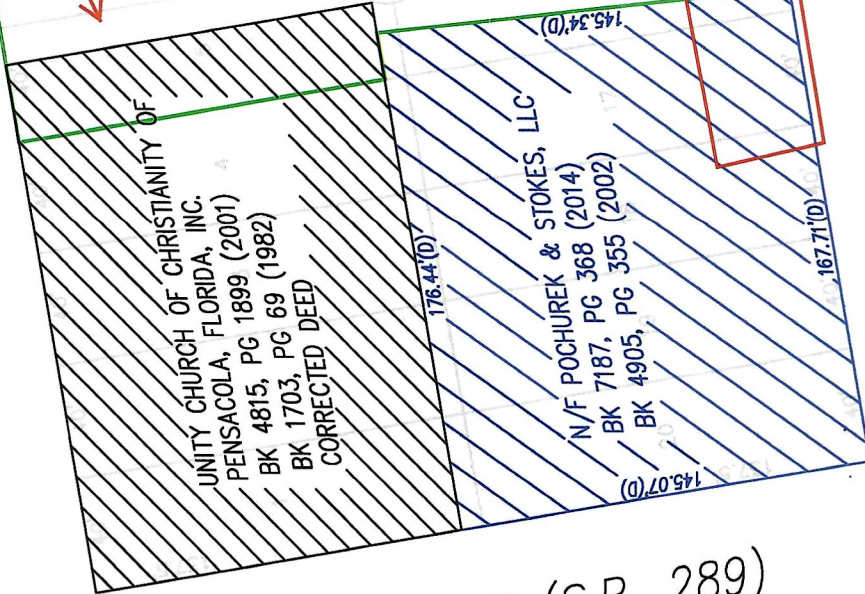
10TH AVENUE

the area identified by the red box was included in the lease and this area belongs to the church.

LEASE: LIGHTHOUSE PRIVATE
CHRISTIAN ACADEMY
BK 8733, PG 642 (2022)

JACKSON STREET

LA RUA STREET



9TH AVENUE (S.R. 289)