

TAB 13

JUST FOR GIRLS ALTERNATIVE SCHOOL
BUILDING REQUIREMENTS

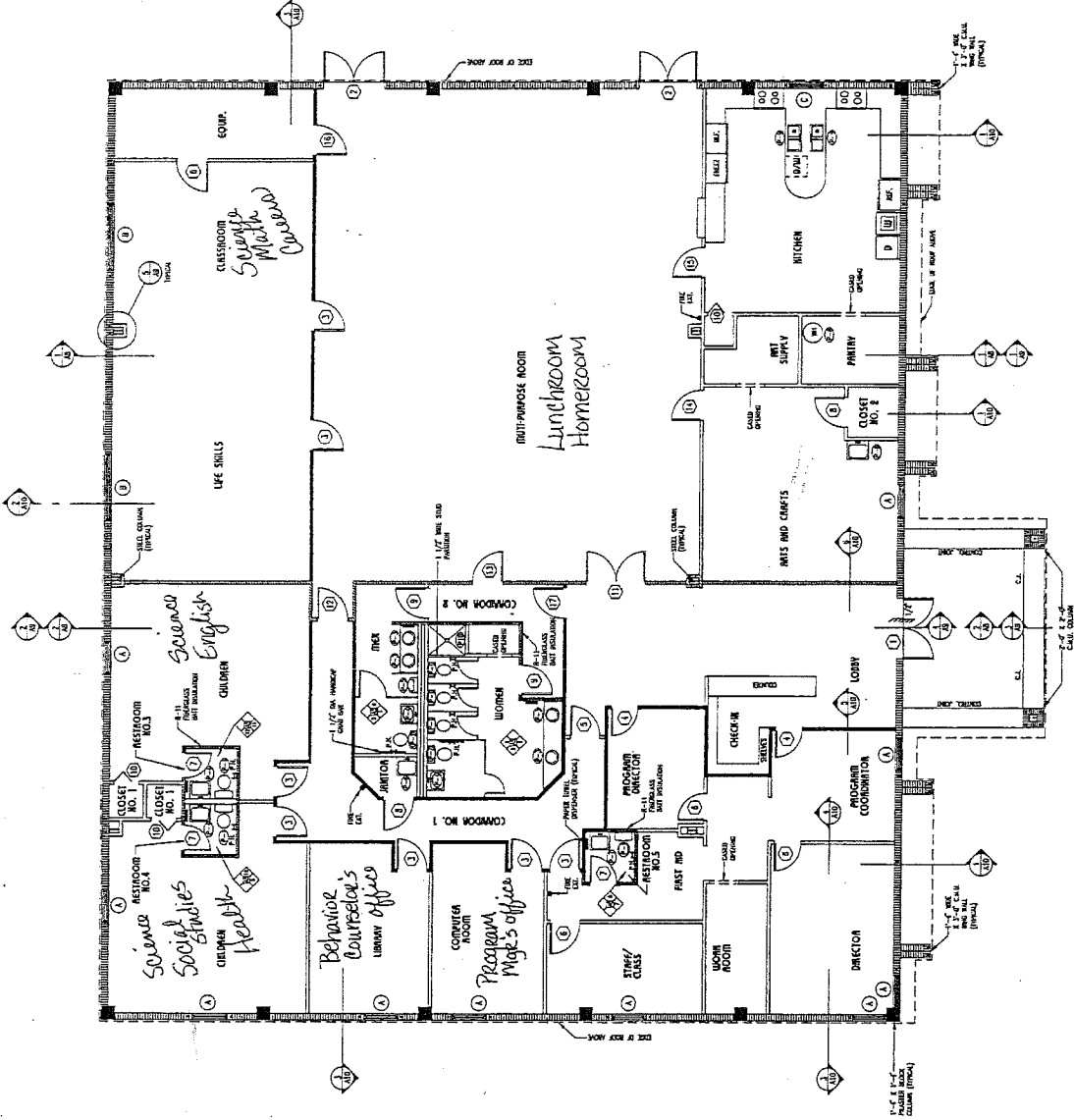
1. Director's Office
2. Counselor's Office
3. Registrar's Office
4. Conference Room
5. Work Room (Copy Machine, etc)
6. Four Classrooms
7. Library
8. Lunchroom/Auditorium
9. Kitchen
10. Computer Lab
11. Arts & Crafts Room

JUST FOR GIRLS AFTER-SCHOOL
BUILDING REQUIREMENTS

1. Four Staff Offices
2. Check-In/Reception/Lobby Area
3. Video Surveillance Cameras
4. Intercom System
5. Janitorial Closet
6. Seven Classrooms (separate from the alt school, need one classroom for each grade level = K, 1st, 2nd, 3rd, 4th, 5th, 6th and up)
7. Ample Storage Space (need to store stage, TV, games, folding chairs and etc.)
8. Multipurpose Room
9. Playground area with sun shelters, picnic tables and playground equipment for all ages
10. Separate Computer Lab for the Afterschool Program
11. Kitchen (large enough to hold cooking classes - can be shared with the alt school)
12. Arts and Crafts Room (can be shared with the alt school)
13. Staff Restrooms
14. Girls Restrooms (with hot water showers)
15. Boys Restrooms
16. Several Water Fountains
17. Work Room (copier, cabinets and etc. can be shared with the alt school)
18. Lunchroom (can be shared with the alt school)
19. Equipment Closet (for balls, ropes, and etc.)
20. Library (can be shared with the alt school)
21. Laundry Room with washer and dryer
22. Canteen Storage Closet



Handwritten signature



Handwritten notes:
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ALT SCHOOL FLOOR PLAN

LEASE

THIS LEASE is made on this 21 day of May, 1990, by and between THE CITY OF PALMETTO, a Municipal Corporation of the State of Florida (Palmetto) and MANATEE COUNTY GIRLS CLUB, INC., a corporation not for profit (Club).

NOW THEREFORE, for the considerations expressed herein, and other considerations, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Palmetto does hereby lease to the Club the real property described in Exhibit "A" (Property).

2. The Club shall pay the sum of One Dollar (\$1.00) as rent due for the lease of the property.

3. The Lease shall be for a term of twenty-five years (25) commencing on May 21, 1990 and expiring at 11:59 P.M. on May 20, 2015, unless extended pursuant to this Lease.

4. The terms shall be extended automatically for two (2) additional twenty-five (25) year terms, each beginning at the end of the prior term, unless either party shall notify the other, in writing, at least one hundred eighty (180) days before the end of the Lease.

5. The Club shall use the property to operate, maintain and use said property solely for a Girls Club, the purposes of which will be to promote the physical, mental and moral well being of girls of Manatee County, by providing such means of education,

recreation and guidance as may seem most likely to achieve the desired ends.

6. The Club shall indemnify and hold Palmetto harmless from any claims, demands, suits, actions or causes of action for any damage or injuries sustained to any person or property from any cause whatsoever during the term of this Lease arising from the Club's use or possession of the property and the conduct of any business or activity the by Club on the property and anything done or permitted by the Club, its members, employees, agents, or invitees in or about the property.

7. The Club shall secure public liability insurance for personal injury and property damage from an insurance company licensed to do business in the State of Florida, with limits not less than One Million Dollars. The policy shall list Palmetto as an additional insured, and shall contain a provision providing that Palmetto is entitled at least thirty (30) days notice from the insurance company before cancellation of policy. The Club shall furnish Palmetto with evidence of the insurance showing the coverage afforded, expiration date and proof of payment of any premium due thereunder. Palmetto may require evidence, at any time during the lease period, that the insurance remains in force. If Palmetto discovers that such insurance is not in force, thence Palmetto shall have the right, but not the obligation, to secure such insurance and the Club shall reimburse Palmetto for the premium paid and other expenses related thereto.

8. The Club covenants and agrees that it will not place, or cause to be placed, a mortgage, or any other lien or encumbrance on the leased property without first obtaining the written consent of Palmetto.

9. Any improvements erected on the property shall remain the property of the Club upon the expiration of this Lease, and the Club shall have the right to remove said improvements provided that the improvements shall be removed as soon as practicable.

10. No assignment or encumbrance of this Lease or any interest in said Lease, or subletting under it, by operation of law or otherwise, is valid without the written consent of Palmetto.

11. The Club shall have the right to sublease the property to *governmental units, churches or Community Service and* other non-profit organizations for limited times (for example, an evening adult program that occurs on Sunday or after normal operating hours once a week), not to exceed two (2) consecutive days, *in any week or 5 days total in any week,* provided such use does not occur during the normal operating times of the Club and does not interfere with the Boys Club's use of its property. The Club must notify Palmetto, in writing, of the intended sublease and such sublease can continue unless Palmetto objects, at which time such sublease must terminate.

12. The Club, at its own cost and expense, shall maintain the leased premises, and shall be responsible for the repair, restoration and maintenance of all improvements located on the property. Palmetto shall have no cost, expense, responsibility or obligation of any type relating to the premises during the term of this Lease,

or any renewal hereof, or any other time that the Club shall have possession.

13. Should the property be used for any purpose other than that authorized herein, then this Lease shall be null and void, and Palmetto shall be entitled to possession of the property and any improvements thereon. Furthermore, should the Club cease to use the property for the purposes intended for a period exceeding six (6) months, then this Lease shall be null and void, and Palmetto shall be entitled to possession of the property and any improvements thereon. Should the Club's facilities be destroyed by natural disaster or act of God, this Lease shall not terminate if the Club fails to use the property for a period in excess of six (6) months, provided that the Club has diligently undertaken repairs, renovations or reconstruction of its facilities.

14. In the event the Club fails to perform any one or more of the covenants and agreements set out herein, then the Club shall be deemed to be in default of this Lease. Palmetto shall give the Club notice of the default, and if the default is not cured within sixty (60) days of said notice (ten (10) days if the default is the failure of the Club to provide insurance) then Palmetto shall have the right to cancel and terminate this Lease and to take possession of and enter into the premises, retaining for its own use and benefit, any and all improvements thereon.

15. The Club does hereby agree to maintain, during the term of this Lease, or any renewal thereof, a fence along the Northern

boundary of the property leased to Club, running from the Eastern boundary to the Western boundary of the leased premises.

16. All notices under this Lease shall be in writing, and shall either be hand delivered, or delivered by certified mail, return receipt requested, with sufficient postage to reach its destination. Notice shall be given to Palmetto and the Club at the following addresses:

City of Palmetto
516 - 8th Avenue
Palmetto, Florida 34221
Attn: Mayor

Manatee County Girls Club, Inc.
538 - 12th Street West
Bradenton, Florida 34205
Attn: Executive Director

The place where notice is given, may be changed from time to time by giving notice of such change at least thirty (30) days prior to the effective date of such change.

17. This Lease contains the entire agreement of the parties. This Lease shall not be changed except by in writing signed by the parties hereto.

18. Notwithstanding the provisions of Paragraph 13 herein, the Club shall have a period of two (2) years from the commencement date of this Lease in which to construct a building on the Property. The Club shall not be obligated to occupy or use the premises in accordance with Paragraph 5 until the earlier of the issuance of a Certificate of Occupancy for the building or two (2) years from the commencement date of this Lease.

IN WITNESS WHEREOF, Palmetto has caused these presents to be duly executed in its name by its Mayor, attested by its City Clerk,

and its official corporate seal to be hereunto affixed, and the Club has caused these presents to be duly executed in its name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, in duplicate, on this the day and year first above written.

CITY OF PALMETTO

By:

Ronald R. Grubbs
Mayor

ATTEST:

By:

Mary Jean Fenester
City Clerk

MANATEE COUNTY GIRLS CLUB, INC.

By:

John V. Gault
President

ATTEST:

By:

Doreen G. Brown
Secretary

BOUNDARY DESCRIPTION

Girls Club Description

All lands lying in Lots 1, 2, and 3, Block 7 of the Re-Sub of Jackson Factory Subdivision.

EXHIBIT "A"