

**LEASE AGREEMENT BETWEEN ALACHUA COUNTY
AND THE CITY OF ARCHER
FOR THE ARCHER FIRE STATION**

THIS AGREEMENT, made and entered into this 23rd day of October, 2007, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Tenant", and, the City of Archer, a municipal corporation hereinafter referred to as "Landlord",

WITNESSETH:

In consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the parties hereto do mutually covenant and agree as follows:

Section 1. The Premises. The Landlord leases and rents to the Tenant and tenant leases and rents from the Landlord the Archer Fire Station located at 17128 SW Archer Road, Archer, FL 32618, specifically identified in the legal description and map attached hereto as Exhibit "A."

Section 2. Term. The term of the lease shall begin on October 1, 2007, and shall continue until terminated as provided in Section 22, herein.

Section 3. Rent. The Tenant agrees to pay the Landlord annual rental payments of \$1.00 yearly commencing on October 1, 2007. All rental payments shall be due on the first day of October each year. The Landlord shall provide an invoice by the 21st day of September of each year to the Tenant at the following address:

Alachua County Fire Rescue Department
P.O. Box 548
Gainesville, Florida 32602

The Tenant shall make annual rental payments to Landlord. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C.

Section 4. Alterations and Improvements. The Tenant reserves the right to make alterations to the leased premises during the term of the lease, with written approval of the Landlord. At the termination of the lease term by lapse of time or otherwise, if the Tenant is not in default of this Agreement, the Tenant shall have the right to remove all personal property of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant.

Section 5. Use of Premises. The Tenant shall use the premises for Alachua County Fire Rescue activities and any other activities deemed necessary by the County to conduct public business of the County's Fire Rescue Department.

Section 6. Compliance with Law. The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property.

Section 7. Surrender of Premises. Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, reasonable use, wear, tear, and damage, only, expected.

Section 8. Services and Repairs. The Landlord and the Tenant acknowledge the following conditions and agree that services shall be provided by the Landlord and the Tenant as follows:

a. The Tenant shall maintain the exterior of the building, the landscaped areas, the heating and air conditioning equipment, the plumbing equipment and the electrical and mechanical equipment. The Tenant shall have sole authority over the control of temperature in the leased area with respect to reasonable energy practices. The Tenant shall provide in a timely manner for the maintenance, repairs, and/or replacement for any building equipment. The Tenant shall be liable for any damage to the building or any part thereof caused by the negligence of willful actions of the Tenant, the Tenant's employees, or guests. The Tenant shall promptly repair such damage. If the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.

b. The Tenant shall provide janitorial services for the space exclusively occupied by the Tenant. The Tenant shall be responsible for decorating or redecorating the space exclusively occupied by the Tenant after commencing occupancy.

Section 9. Utilities. The tenant shall pay for:

Electrical for both occupied and common space
Water & Sewer
Pest Control
Security Alarm
Trash
Other (cable, network connectivity) related utility services

Section 10. Inspection. The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided,

however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.

Section 11. Title Status. The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

Section 12. Insurance. The Tenant will reimburse the Landlord for the annual insurance premium for the Archer Fire station upon receipt of an invoice from the Landlord.

Section 13. Assignments and Subletting. This Agreement may not be assigned or sublet by either party without prior written consent of the other party.

Section 14. Non-Waiver. The failure of any party to exercise any right in this Agreement will not waive such right.

Section 15. Cumulative Remedies. All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

Section 16. Landlord's Covenant of Quiet Enjoyment. So long as the Tenant is not in default under the conditions and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

Section 17. Prorations. Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.

Section 18. Successor or Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

Section 19. Casualty. In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs within ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

Section 20. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other part shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Chief, Alachua County Fire Rescue Department
P.O. Box 548
Gainesville, Florida 32602

Landlord: City of Archer
City of Archer
16870 SW 134th Avenue
Archer, FL 32618

A copy of any notice hereunder shall be sent to:
J.K. "Buddy" Irby, Clerk
Attention Finance and Accounting,
Post Office Box 939
Gainesville, Florida 32602

And to:
Office of Management and Budget
Attn: Contracts
105 SE 1st Avenue- Suite 6
Gainesville, Fl 32601

Section 22. Default and Termination. If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

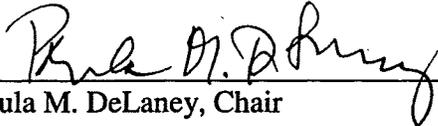
Notwithstanding the foregoing provisions, it is expressly agreed that this Agreement either party may terminate this lease without cause by providing at least one year's (365 days) written notice to other party prior to the termination date. The termination date must be on October 1 unless the parties agree to another date.

Section 23. Severability Clause. In the event that any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

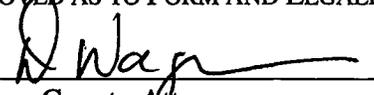
Section 24. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

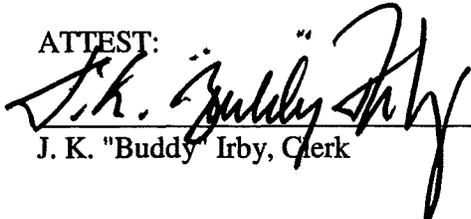
ALACHUA COUNTY, FLORIDA

By: 
Paula M. DeLaney, Chair

APPROVED AS TO FORM AND LEGALITY:


Alachua County Attorney

ATTEST:

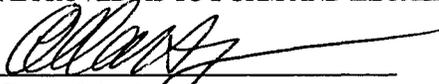

J. K. "Buddy" Irby, Clerk

(SEAL)

CITY OF ARCHER

By: 
Sam Clark, Vice Mayor

APPROVED AS TO FORM AND LEGALITY:


City of Archer Attorney

ATTEST:


City Manager

(SEAL)

EXHIBIT "A"

A TRACT OF LAND SITUATED IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 FOR A POINT OF REFERENCE AND RUN S00°05'31"E, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1113.97 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 413.40 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2184, PAGE 2505 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THE CONTINUE S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.46 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY" AND TO THE POINT OF BEGINNING; THENCE CONTINUE S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 382.61 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN N04°34'30"E, A DISTANCE OF 261.24 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN N51°53'38"E, A DISTANCE OF 205.66 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN S38°03'39"E, A DISTANCE OF 191.33 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 1.294 ACRES, MORE OR LESS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A TRACT OF LAND SITUATED IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 FOR A POINT OF REFERENCE AND RUN S00°05'31"E, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1113.97 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 413.40 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2184, PAGE 2505 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE CONTINUE S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.46 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY" AND TO THE POINT OF BEGINNING; THENCE CONTINUE S51°47'06"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 90.00 FEET; THENCE RUN N38°03'39"W, A DISTANCE OF 30.81 FEET; THENCE RUN N09°28'12"E, A DISTANCE OF 77.27 FEET; THENCE RUN N38°03'39"W, A DISTANCE OF 108.56 FEET; THENCE RUN N51°53'38"E, A DISTANCE OF 33.00 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN S38°03'39"E, A DISTANCE OF 191.33 FEET TO THE POINT OF BEGINNING.