

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND THE CITY OF ARCHER  
REGARDING FIRE AND RESCUE SERVICES**

This Agreement is entered into 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 "County", and the City of Archer, a municipal corporation of the state of Florida, by and through its City Commission, hereinafter referred to as "City". As used herein, the term "Parties" shall refer collectively to the County and the City.

**WITNESSETH**

**WHEREAS**, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the City and the County; and

**WHEREAS**, the County and the City previously entered into that certain Interlocal Agreement dated October 23, 2007 whereby the City agreed to transfer certain fire rescue equipment to the County and lease its fire station to the County, and the County agreed to provide fire rescue services within the geographic boundary of the City (the "2007 Interlocal"); and

**WHEREAS**, the Parties now wish to amend and restate the 2007 Interlocal as more specifically set forth herein; and

**WHEREAS**, both the City and the County deem it appropriate and in furtherance of the public health, safety and welfare to enter into this Amended and Restated Interlocal Agreement ("Agreement") for the purpose set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and pursuant to Section 163.01, *et. seq.*, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereto do mutually agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Authority**. This Agreement is entered into pursuant to the provisions of section 163.01, Florida Statutes; Chapter 125, Florida Statutes; Chapter 166, Florida Statutes, and all other applicable provisions of law.

3. **Term.** After this Agreement has been duly approved and execution by the governing bodies of each party, this Agreement shall become effective upon its filing with the Clerk of the Circuit Court of Alachua County, Florida, as required by Section 163.01(11), Florida Statutes, ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue for a period of 25 years or until terminated in accordance with paragraph 8, below.

4. **Duties of the City.** The City shall have and perform the following duties, obligations, and responsibilities:

a. Within 30 calendar day of the Effective Date, the City shall cooperate with the County to terminate the existing lease between the Parties for the Archer Fire Station, and shall cooperate with the County to enter into a new lease with the County for the Archer Fire Station, 17128 SWArcher Road, Archer, FL 32618 (the "Fire Station") pursuant to the term and conditions set forth in the Lease Agreement attached hereto as **Exhibit A**.

b. The City shall remain in the MSBU (*i.e.*, the County's Fire Assessment funding methodology) during the entire term of this Agreement, including any extensions or renewals hereof.

c. The City hereby waives and releases any right, claim and property interest in the capital fire vehicles, equipment, furniture, supplies, and any other item of property that the City conveyed to the County (the "Equipment") prior to the Effective Date of this Agreement, including but not limited to the capital fire vehicles and inventory referenced in the 2007 Interlocal, and hereby acknowledges and agrees that the County shall retain all rights of possession, ownership and control of the Equipment upon the expiration or termination of this Lease.

5. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities:

a. Within 30 days of the Effective Date, the County shall cooperate with the City to terminate the existing lease between the Parties for the Archer Fire Station, and shall cooperate with the City to enter into the Lease Agreement attached hereto as **Exhibit A** regarding the Archer Fire Station.

b. Provide all equipment, vehicles, personnel, training and services necessary to provide fire protection, rescue, and first response emergency medical response at the Advanced Life Support (ALS) level and fire prevention services

from the Fire Station located at 17128 SW Archer Road, Archer, FL 32618 within the geographic boundaries of the City.

c. Cooperate with the City to flush and determine fire flows for the City owned fire hydrants in accordance with the Insurance Service Offices (ISO) testing methods.

6. **Notice.** Any notice, demand, request, or other communication required or permitted by this Agreement or by law, including but not limited to any notice of default or termination, shall be deemed to be delivered when: (a) delivered in person with signed proof of delivery, (b) three days after mailing by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (e.g., Federal Express; UPS), to the following addresses:

To the County: County Manager  
12 SE 1<sup>st</sup> Street  
2<sup>nd</sup> Floor  
Gainesville, FL 32602

To the City: City Manager  
City of Archer  
16870 SW 134<sup>th</sup> Avenue  
Archer, FL 32618

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting

To change or update either of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above.

7. **Liability.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. As set forth in Paragraph 19, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

8. **Default and Termination.**

a. **Default.** The failure of either party to comply with any provision of this Agreement will place it in default. Prior to terminating this Agreement, the non-defaulting party will notify the other party in writing. The notification will make specific reference to the applicable provision(s) of this Agreement and the factual basis that gave rise to the default. The defaulting party seven (7) days to cure the default.

b. **General Termination for Convenience.** Either party may terminate the Agreement without cause by first providing at least one year's (365 days) written notice to the other party prior to the termination date. This Agreement shall terminate on the first day of October that is at least 365 days after delivery of the Notice of Termination, unless the Parties agree on another date.

c. **Termination of this Interlocal Agreement based on Termination of the Lease Agreement.** Either party may terminate this Agreement for convenience in the event that the Lease Agreement attached hereto as **Exhibit A** is terminated by the Parties in accordance with the termination provisions of the Lease Agreement; in such event, the party that elects to terminate this Agreement shall provide the other party with written notice of its election to terminate this Agreement at the same time that it serves notice of its election to terminate the Lease Agreement. In such case, this Agreement shall terminate at the same date and time that the Lease Agreement terminates. Upon said termination, the Parties shall have no further duties, obligations or responsibilities under this Agreement.

9. **Laws & Regulations.** Both Parties shall comply with all laws, ordinances, regulations, and building code requirements applicable to this Agreement. Each party is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the terms and conditions of this Agreement.

10. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

11. **Successors and Assigns.** The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

12. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

13. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. **Governing Law and Venue.** This Agreement shall be interpreted,

construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Agreement shall be in Alachua County, Florida.

15. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and recorded pursuant to Paragraph 20 hereof.

17. **Waiver of Right to Trial by Jury.** Each party waives its rights to demand trial by jury.

18. **Construction.** The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

19. **Sovereign Immunity.** Each Party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees.

20. **Recording of Agreement.** A copy of this Agreement, and all subsequent amendments hereto, shall be filed by County with the Clerk of the Circuit Court of Alachua County, Florida, after approval and execution by the Parties.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding this matter. This Agreement supersedes all prior agreements between the Parties relating to the matters addressed herein.

**IN WITNESS WHEREOF**, the Parties hereto have approved and executed this Agreement on the respective dates under each signature.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Ken Cornell, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

APPROVED AS TO FORM

DocuSigned by:  
*David Forziano*  
\_\_\_\_\_  
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Alachua County Attorney

**CITY OF ARCHER, FLORIDA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
Archer City Attorney

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

This Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 of the State of Florida, hereinafter referred to as "Landlord". As used herein, the term "Parties" shall refer collectively to the Tenant and the Landlord.

**WITNESSETH:**

**WHEREAS**, the Landlord is the owner of a parcel of land, as more particularly described in Section 1, below, and hereinafter referred to as the "Premises"; and

**WHEREAS**, the Tenants desires to use the Premises as a fire station; and

**WHEREAS**, the Landlord is agreeable to leasing the Premises to the Tenant for use as a fire station.

**NOW THEREFORE**, in accordance with the Amended and Restated Interlocal Agreement entered into by the Parties and recording in the public records of Alachua County at OR Book \_\_\_\_\_, Page \_\_\_\_\_, and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

Section 1. The Premises. The Landlord leases to the Tenant and Tenant leases from the Landlord, the Fire Station located at 17128 SW Archer Road, Archer, FL 32618, a more particularly set forth in the legal description and map attached hereto as **Exhibit A** (the "Premises").

Section 2. Term. The term of this Lease shall commence on the date that it has been signed by both Parties (the "Commencement Date") and shall continue for a period of 25 years or until terminated as provided in Section 19, herein.

Section 3. Rent. The Tenant agrees to pay to the Landlord an annual rental payment in the amount of \$1.00 per year ("Annual Rent"). The first Annual Rent payment shall be paid to Landlord within 30 days of Commencement Date, and the Annual Rent due for each year thereafter shall be due annually to Landlord the first day of October. The

Landlord shall provide an invoice by the 21<sup>st</sup> day of September of each year to the Tenant at the following address:

Alachua County Fire Rescue Department  
PO 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 Premises during the term of the Lease with written approval of the Landlord; and Landlord agrees that such written approval shall not be unreasonably withheld. Upon expiration or termination of this Lease, all improvements and alterations to the Premises that were made by the Tenant shall become the property of the Landlord. At the expiration or termination of the Lease, the Tenant shall have the right to remove from the Premises all personal property owned by the Tenant. Landlord agrees that during the term of this Lease, Landlord shall not initiate or consent to any change in the zoning of the Premises or consent to any other restriction that would prevent, impede or limit Tenant from using the Premises for the uses intended by the Tenant as set forth in this Lease. Any sale of the Premises by Landlord shall be subject to Tenant's rights under this Lease. Tenant may, at its sole cost and expense, apply for and obtain all licenses, permits, and approvals, required by any local, state or federal governmental authorities for its use of the Premises, including without limitation, all applications for zoning variances, zoning ordinances, building code variances, amendments, special use permits, and construction permits and other licenses and approvals necessary or convenient for constructing, installing, removing, replacing, maintaining and operating a Fire Station, including parking, access driveways, internal driveways, fences, gates, landscaping and anything else related to the Tenant's use of the Premises as a Fire Station (collectively, the "Government Approvals"). Landlord shall cooperate with Tenant to obtain all necessary Governmental Approvals. Tenant shall have the right to terminate this Lease upon 30 days written notice to the Landlord, if Tenant is unable, with reasonable effort, to obtain any Government Approvals necessary to use the Premises in compliance with Section 5. Tenant's determination as to what constitutes reasonable effort shall be final and binding on the Parties.

Section 5. Use of Premises. Landlord will deliver sole and exclusive use of the Premises to Tenant on the Commencement Date; except that Landlord reserves the nonexclusive right to use the Shared Driveway depicted on **Exhibit B** for ingress and egress to Landlord's real property depicted on **Exhibit B**, which is located along the

northern boundary of the Premises, in a manner that shall not unreasonably impede or impair Tenant's use of the Shared Driveway or the 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 and Landlord represents and warrants that the Premises are suitable for use as a Fire Station and that the Premises have all necessary land use, zoning and other governmental approvals to be used by the Tenant as a Fire Station.

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 Premises. 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 Premises.

Section 7. Surrender of Premises. Upon the expiration or termination of this Lease, the Tenant shall surrender the premises in as good a condition as the same was received at the Commencement Date, with the exception of reasonable wear, tear, damage, and casualty; except that loss from fire or other casualty and any other damage covered by insurance furnished by Landlord shall be repaired, replaced or restored by Landlord or its insurer.

Section 8. Tenant's Maintenance and Repair Obligations. The Tenant shall have sole responsibility to maintain and repair the Premises during the term of the Lease, including the following:

a. Tenant shall, at its own expense, make, repair and replace as necessary, and keep in good order and in a safe, clean condition, all structural portions of the Premises, including, without limitation, the roof, foundation, sub-floor and exterior and load bearing walls, exterior glass, as well as all plumbing, sprinkler, electrical and mechanical lines servicing the Premises.

b. Tenant shall, at its own expense, keep and maintain the Premises in a neat and clean condition and make all needed non-structural repairs therein and to all Tenant Alterations.

c. Tenant shall, at its own expense, maintain the parking area and any and all fences, gates, flora and the like contained on the Premises.

d. Tenant will supply and maintain at Tenant's sole cost and expense any and all janitorial services, supplies and equipment.

e. Tenant will supply and maintain at Tenant's sole cost and expense all light bulbs internally and on the external walls of the Premises.

f. Tenant shall be responsible for all sewer line obstructions, caused by Tenant or Tenant's agents or invitees. Tenant shall be responsible for maintenance and repairs caused by Tenant or Tenant's agents or invitees.

g. Tenant shall, at its own expense, maintain, repair and, if necessary, replace the HVAC.

Section 9. Utilities. The Tenant shall be responsible for securing and paying for the following services for the Premises:

- a. Electricity;
- b. Water & Sewer;
- c. Pest Control;
- d. Security Alarm;
- e. Trash; and
- f. Other (cable, network connectivity) 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 the security requirements of the Tenant. As a condition precedent to said right of entry and inspection, the Landlord shall provide at least 5 calendar days 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 Landlord and Tenant shall furnish and maintain the

insurance coverages for the Premises during the entire term of this Lease as set forth in **Exhibit C**. Landlord hereby releases Tenant from any maintenance, repair or replacement obligations, and from any other liability, for damage or destruction to the Premises or any part thereof, whether or not caused by acts or omissions of Tenant, but only to the extent that any such damages, losses or injuries are required by this Lease to be insured by the Landlord; and Landlord hereby waives and releases any and all such claims against Tenant regarding same.

Section 13. Assignments and Subletting. This Agreement may not be transferred, 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. Landlord's Covenant of Quiet Enjoyment; Surrender. Landlord hereby fully warrants Landlord's title and right to execute this Lease to the Premises, and Landlord will defend this Lease and the rights and privileges granted to Tenant hereunder against the lawful claims of all persons whomsoever. Landlord further covenants that Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises hereby leased during the Term hereof for the purposes set forth herein, and the Landlord further warrants that Landlord is seized and possessed of and has a good and marketable title to the Premises.

Section 16. 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 17. Casualty. In the event that the Premises shall be damaged by fire, explosion, windstorm, or any other casualty that does not render the Premises unfit for use as a Fire Station, the Landlord shall initiate any needed repairs within ten (10) days and put the Premises in as good condition as it existed before the casualty event as rapidly as reasonably possible, not to exceed forty-five (45) days. If the Premises shall be damaged to the extent that the Premises are unfit for use as a Fire Station, then either party may terminate this Lease by giving at least 10 days written notice to the other party. In such case, Landlord shall diligently make and pursue all insurance claims available to it, and upon receipt of payment of said claims by the insurance carrier(s), the City shall pay to the County any insurance proceeds in an amount equal to the straight line method amortization value of any capital repairs or capital replacements made by Tenant to the Premises, if any, within the 10 year period prior to the termination date.

Section 18. Notices. Any notice, demand, request, or other communication

required or permitted by this Agreement or by law, including but not limited to any notice of default or termination, shall be deemed to be delivered when: (a) delivered in person with signed proof of delivery, (b) three days after mailing by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (e.g., Federal Express; UPS), to the following addresses:

To the Tenant: County Manager  
12 SE 1<sup>st</sup> Street  
2<sup>nd</sup> Floor  
Gainesville, FL 32602

To the Landlord: City Manager  
City of Archer  
16870 SW 134<sup>th</sup> Avenue  
Archer, FL 32618

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting

To change or update either of the addresses above, the notifying party shall provide notice of the change in writing to the other party using the methods set out above.

Section 19. Termination of Lease: Remedies. This Lease, and the rights and privileges and authority herein and hereby created in Tenant and Landlord may be terminated pursuant to the remedies provided in this Lease and Florida law, and made null, void and of no effect by Tenant or by Landlord only in the manner following:

a. At Tenant's option for cause: (i) if Landlord breaches any of the warranties, representations, and covenants contained herein, and Landlord fails to cure said breach within sixty (60) days following Tenant's written notice concerning said breach; (ii) in the event of any casualty or other loss, as defined herein provided that such casualty or other loss renders the Premises substantially unfit for Tenant's use of the Premises as a Fire Station; or (iii) in the event that any part or portion of the Premises is taken by any governmental authority or other entity pursuant to the power of eminent domain.

b. At Landlord's option for cause: (i) in the event Tenant shall fail to pay any installment of any rent from Tenant to Landlord on the date on which said installment was due, and Tenant shall fail to pay said rent following Landlord sixty (60) days written notice therefor; (ii) in the event Tenant fails to cure any other breach of the terms, covenants, and conditions of this Lease following sixty (60) days written notice to Tenant, or such greater amount of time as is reasonable under the circumstances to cure said breach; or (iii) the County ceases to continue using the Premises as a Fire Station for any reason that is inconsistent with this Lease and without terminating this Lease for convenience in accordance with Section 19(d).

c. Remedies for cause: Following the occurrence of any of the events listed in Sections 19(a) or 19(b), the non-defaulting party may terminate this Lease and institute action in a court of competent jurisdiction to enforce all the rights and remedies available to said party under this Lease and Florida law, including without limitation possession or damages.

d. For convenience: Either party may terminate this Lease without cause upon 365 days written notice to the other party. The Lease shall terminate on the first day of October that is at least 365 days after delivery of the Notice of Termination, unless the Parties agree on another date (the "Termination Date"). On the Termination Date the Lease shall become null and void and Landlord and Tenant shall have no further obligations to each other; except that if Landlord terminates for convenience, Landlord shall pay to Tenant the straight line method amortization value of any capital repairs or capital replacements made by Tenant to the Premises, if any, within the 10 year period prior to the termination date ("Refund"); in which case Landlord shall pay the Refund to the County at least 30 days prior to the Termination Date.

Section 20. Severability Clause. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, the parties shall cooperate to agree upon a legal, valid and enforceable provision will be added to Lease to replace such illegal, invalid or unenforceable provision.

Section 24. Interpretation. The provisions of this Lease have been carefully and fully negotiated between the Parties, each of which has equal bargaining power. The terms of this Lease are to be construed in accordance with their fair meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Lease.

Section 25. Governing Law. This Lease shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Lease shall be in Alachua County, Florida.

Section 26. Recording. Tenant may record this Lease in the Public Records of the Alachua County, Florida.

Section 27. Sovereign Immunity. Each party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida, and a charter county and a political subdivision of the State of Florida, respectively. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees.

Section 28. Waiver of Right to Jury Trial. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE.

Section 29. Counterparts: Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. The Parties agree that an electronic version of this Lease shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Lease or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 30. Miscellaneous.

a. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has 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.

b. **LEAD BASED PAINT DISCLOSURE.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

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**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: \_\_\_\_\_  
Ken Cornell, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney

**CITY OF ARCHER, FLORIDA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
(SEAL)

\_\_\_\_\_  
Archer City Attorney

**EXHIBIT "A"**  
Legal Description of the Premises

A TRACT OF LAND AND ALL BUILDINGS, STRUCTURES AND IMPROVEMENTS THEREON 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.

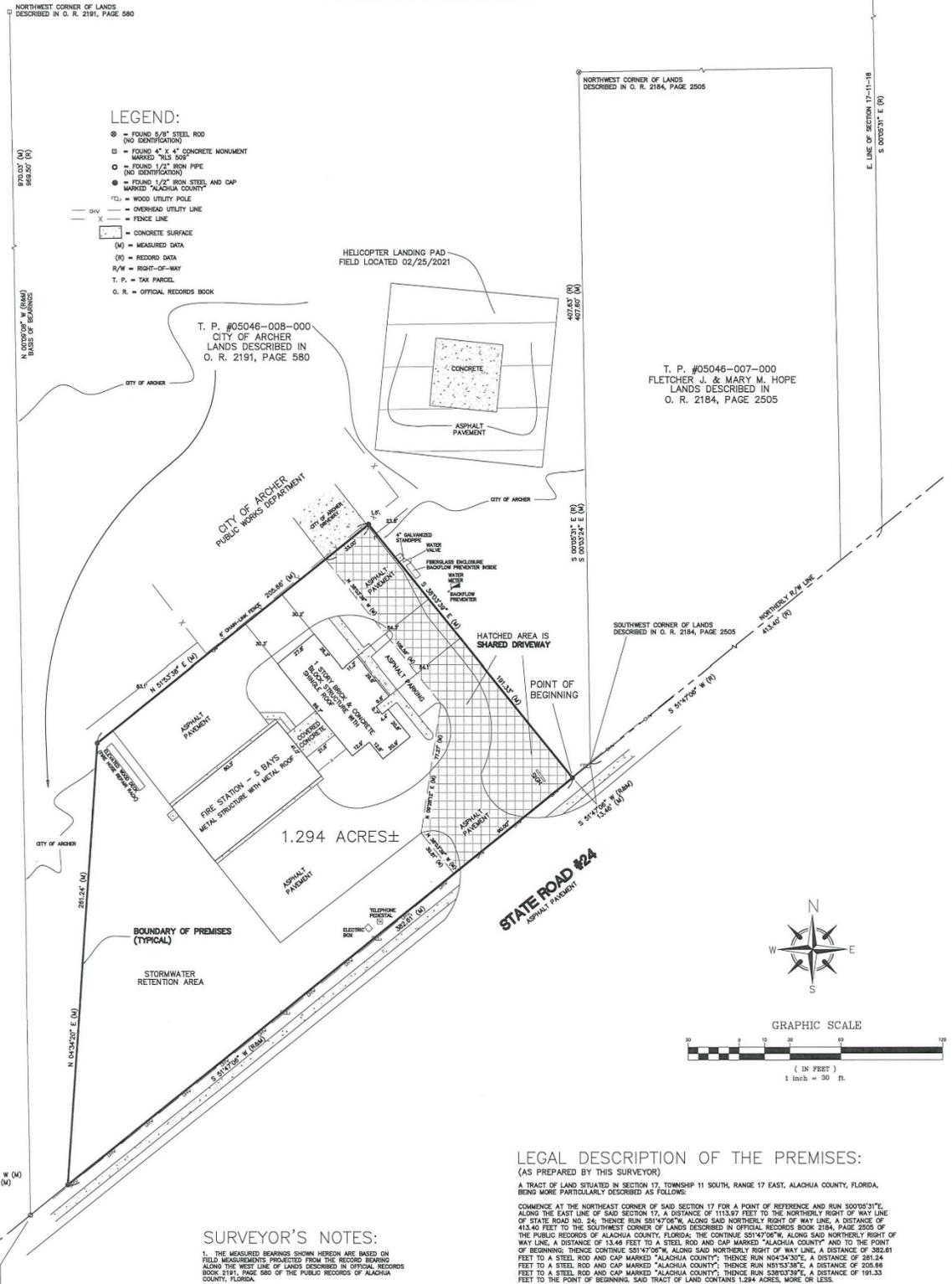
**EXHIBIT "B"**

Sketch showing Shared Driveway

# EXHIBIT "B" TO LEASE AGREEMENT

## MAP OF BOUNDARY SURVEY SITUATED IN SECTION 17, TOWNSHIP 11 SOUTH, RANGE 17 EAST CITY OF ARCHER ALACHUA COUNTY, FLORIDA

POINT OF REFERENCE  
NORTHEAST CORNER OF SECTION 17,  
TOWNSHIP 11 SOUTH, RANGE 18 EAST



### LEGEND:

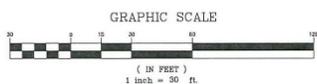
- ⊙ = FOUND 5/8" STEEL ROD (NO IDENTIFICATION)
- ⊠ = FOUND 4" X 4" CONCRETE MONUMENT MARKED "TICL 502"
- ⊙ = FOUND 1/2" IRON PIPE (NO IDENTIFICATION)
- ⊙ = FOUND 1/2" IRON STEEL AND CAP MARKED "ALACHUA COUNTY"
- ⊙ = WOOD UTILITY POLE
- DIV — OVERHEAD UTILITY LINE
- X — FENCE LINE
- ⊙ = CONCRETE SURFACE
- (M) = MEASURED DATA
- (R) = RECORD DATA
- R/W = RIGHT-OF-WAY
- T. P. = TAX PARCEL
- O. R. = OFFICIAL RECORDS BOOK

T. P. #05046-008-000  
CITY OF ARCHER  
LANDS DESCRIBED IN  
O. R. 2191, PAGE 580

T. P. #05046-007-000  
FLETCHER, J. & MARY M. HOPE  
LANDS DESCRIBED IN  
O. R. 2184, PAGE 2505

1.294 ACRES±

STATE ROAD #24  
ASPHALT PAVEMENT



### SURVEYOR'S NOTES:

1. THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS PROCURED FROM THE RECORD BEARING ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2191, PAGE 580 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. NO UNDERGROUND INSTALLATION OF UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
3. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY ENCROACH.
4. FEENCES SHOWN HEREON MAY BE ENLARGED FOR PICTORIAL PURPOSES ONLY AND NOT TO SCALE.
5. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN DONE BY THE SURVEYOR.

### LEGAL DESCRIPTION OF THE PREMISES: (AS PREPARED BY THIS SURVEYOR)

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°03'31"E, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1113.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN S51°47'08"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°47'08"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.48 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY" AND TO THE POINT OF BEGINNING; THENCE CONTINUE S51°47'08"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 322.61 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN N04°24'30"E, A DISTANCE OF 281.24 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN N61°32'35"E, A DISTANCE OF 208.88 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN S38°53'39"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 A SHARED DRIVEWAY 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°03'31"E, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1113.87 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN S51°47'08"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°47'08"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 13.48 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY" AND TO THE POINT OF BEGINNING; THENCE CONTINUE S51°47'08"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET; THENCE RUN N38°03'39"E, A DISTANCE OF 30.81 FEET; THENCE RUN N09°28'12"E, A DISTANCE OF 77.27 FEET; THENCE RUN N89°03'09"E, A DISTANCE OF 108.56 FEET; THENCE RUN N61°32'35"E, A DISTANCE OF 35.00 FEET TO A STEEL ROD AND CAP MARKED "ALACHUA COUNTY"; THENCE RUN S38°53'39"E, A DISTANCE OF 191.33 FEET TO THE POINT OF BEGINNING.

PROJECT NO. 21-011	DRAWER S. EMMONS	FIELD BOOK BK. #8, PAGES 75 & 78	SURVEY DATE 1/26/2018	<b>ALACHUA COUNTY PUBLIC WORKS SURVEYING</b>	NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
SHEET NO. 1 of 1	COMPUTER FILE 21-011.dwg	DRAWING SCALE 1" = 30'	REVISION DATE(S) 02/25/2021			PHONE: 352-374-0248 / 388-445-0055 5820 NW 120th LANE GAINESVILLE, FLORIDA 32653
				Chlorie Brecken Professional Land Surveyor	Fla. License No. 6763	Date

**EXHIBIT "C"**  
INSURANCE AND IDEMINIFICATION

LANDLORD WILL MAINTAIN, FOR THE DURATION OF THIS LEASE, PROPERTY INSURANCE THAT COVERS THE STRUCTURE OF THE BUILDING AND ANY PROPERTY IN THE OPEN, SUCH AS FENCES, STORAGE SHEDS AND FLAGPOLES. THIS INSURANCE WILL HAVE A MAINTENANCE DEDUCTIBLE NOT TO EXCEED 2% OF THE VALUE OF THE STRUCTURE OR PROPERTY IN THE OPEN FOR NAMED WINDSTORMS AND \$25,000 FOR ALL OTHER PERILS. THE TENANT SHALL MAINTAIN CONTENTS INSURANCE FOR ALL THE CONTENTS OWNED BY IT IN THE STRUCTURE AND STORAGE SHEDS. THE TENANT AGREES TO PAY THE COST OF THE ANNUAL PREMIUM FOR THE PROPERTY INSURANCE UPON RECEIPT OF AN ITEMIZED INVOICE THAT SHOWS THAT CALCULATION USED BY THE LANDLORD TO DETERMINE THE TENANT'S FAIR SHARE OF THE PREMIUM. THIS CALCULATION SHALL BE AGREEABLE TO BOTH THE LANDLORD AND THE TENANT PRIOR TO PAYMENT BEING RENDERED. EITHER PARTY MUST PRODUCE A VALID CERTIFICATE OF INSURANCE UPON REQUEST OF EITHER PARTY.