

**LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND FAYE COLE JOHNSON, TRUSTEE, FAYE COLE
JOHNSON REVOCABLE LIVING TRUST FOR LEASE SPACE LOCATED AT 6520
NW 18th DRIVE, GAINESVILLE, FL 32653**

THIS LEASE AGREEMENT ("Lease") made and entered into this _____ day of _____, 2019 by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Tenant" and Faye Cole Johnson, as Trustee of the Faye Cole Johnson Revocable Living Trust dated September 21, 2004, with a principal business address of 1940 SE Clatter Bridge Road, Ocala, FL 34471, hereinafter referred to as the "Landlord." Collectively hereinafter the Tenant and the Landlord are referred to as the "Parties".

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:

1. **The Premises.** The Landlord hereby leases to the Tenant, and Tenant hereby leases from the Landlord, that certain office building and related real estate located at 6520 NW 18th Drive, Gainesville, FL 32653, as more particularly described as Lot 22 Northwest Industrial Park Unit No. 3, as per plat thereof as recorded in Plat Book "L", page 31, and as shown in Attachment A (the "Premises").
2. **Term.** The Term of is Lease is effective October 1, 2019 and shall continue through November 15, 2019, unless earlier terminated as provided herein.
3. **Rent.**
 - A The Tenant agrees to pay the Landlord a single rental payment of \$3,125.00 for the entirety of the Term of this Lease. The rental payment shall be due on October 1, 2019.
 - B The Tenant shall pay the single rental payments to Faye Cole Johnson, Trustee and shall mail the rental payments to the Landlord at 1940 SE Clatter Bridge Road, Ocala, FL 34471. 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.
4. **Use of Premises.** The Tenant shall use the Premises for Alachua County business activities and any other activities deemed necessary by the County to conduct public business of the County or its Constitutional Officers. Tenant's right to use and occupy the office building and related real estate shall terminate, and Tenant must vacate the office building, by no later than 11:59 p.m. on October 31, 2019; except that Tenant may continue to use up to 4 parking spaces located on the Premises through 11:59 p.m. on November 15, 2019.

5. **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 property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
6. **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.
7. **Services and Repairs.** Services provided by the Landlord to the Tenant are:
 - A To maintain the building's structural components, exterior roof, landscaping approach walkways, grounds, and Landlord's share of joint maintenance of the parking area;
 - B To provide Tenant access to the Premises 24 hours a day, 365 days a year.
 - C To provide and make repairs to the electrical and plumbing equipment and other building systems due to normal life failures;
 - D To respond promptly to investigate any notice from Tenant of deficiency in the Premises and to correct those prescribed within scope of this Lease;
 - E 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 property. The Landlord shall be responsible for the provision, maintenance, and repair of any existing, installed fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes. Landlord is not responsible for the updating of the facility to meet current codes, since the structure is not new construction. In particular ADA compliance. Building is leased in as-is condition.
8. **Utilities and Services.** Lessee shall be responsible for payment for those services, utilities and expenses listed in Attachment "B".

9. **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.
10. **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.
11. **Insurance.**
- A The Landlord shall obtain fire and extended coverage insurance upon the Premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the Premises. Tenant is responsible for its own property.
 - B Tenant has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident
 - C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
12. **Assignments.** This Lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this Lease and attorn to any persons succeeding to the interest of Landlord under this Lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this Lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge and deliver such document, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.
13. **Sublease.** Tenant may not sublease the Premises without Landlord's prior written permission, which shall not be unreasonably withheld.

14. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.
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.
16. **Entire Agreement, Modification and Waiver.** This Lease contains the entire agreement of the parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.
17. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the Lease term. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.
18. **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.
19. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
20. **Radon Gas.** 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 health unit.
21. **Proration.** 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.
22. **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.
23. **Casualty.** In the event that the Premises are damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with

ten (10) days and put the 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 Premises are not suitable for occupancy and not used by the Tenant. If the 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.

24. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party 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: Director, Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

Landlord: Faye Cole Johnson, Trustee
1940 SE Clatter Bridge Road
Ocala, FL 34471
ATTN: Faye Cole Johnson

A copy of any notice hereunder shall be sent to:

Jess K. Irby II, Clerk,
Attention Finance and Accounting,
12 SE 1st Street
Gainesville, Florida 32602

And to:

Procurement Division
Attn: Contracts
12 SE 1st Street
Gainesville, FL 32601

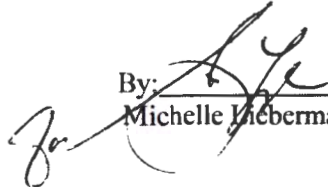
25. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the Lease, and (3), the Tenant shall have the right to terminate this Lease in the event of such eminent domain proceedings.

26. **Default and Termination.** If either party fails to fulfill its obligations under this Lease or if either party breaches any of the conditions or covenants of this Lease, the other party may terminate this Lease. 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 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.
27. **Severability Clause.** If 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.
28. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
29. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease.
30. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Lease.
31. **Governing Law.** This Lease shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Lease shall be in Alachua County, Florida.

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

ALACHUA COUNTY, FLORIDA (TENANT)

By:  _____
Michelle Lieberman, County Manager

APPROVED AS TO FORM

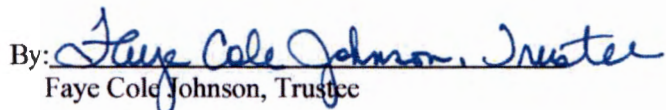
 _____
Alachua County Attorney's Office

WITNESSES

LANDLORD:

Faye Cole Johnson as Trustee of the
Faye Cole Johnson Revocable Living Trust

By:  _____
Print: SUE DUCKETT

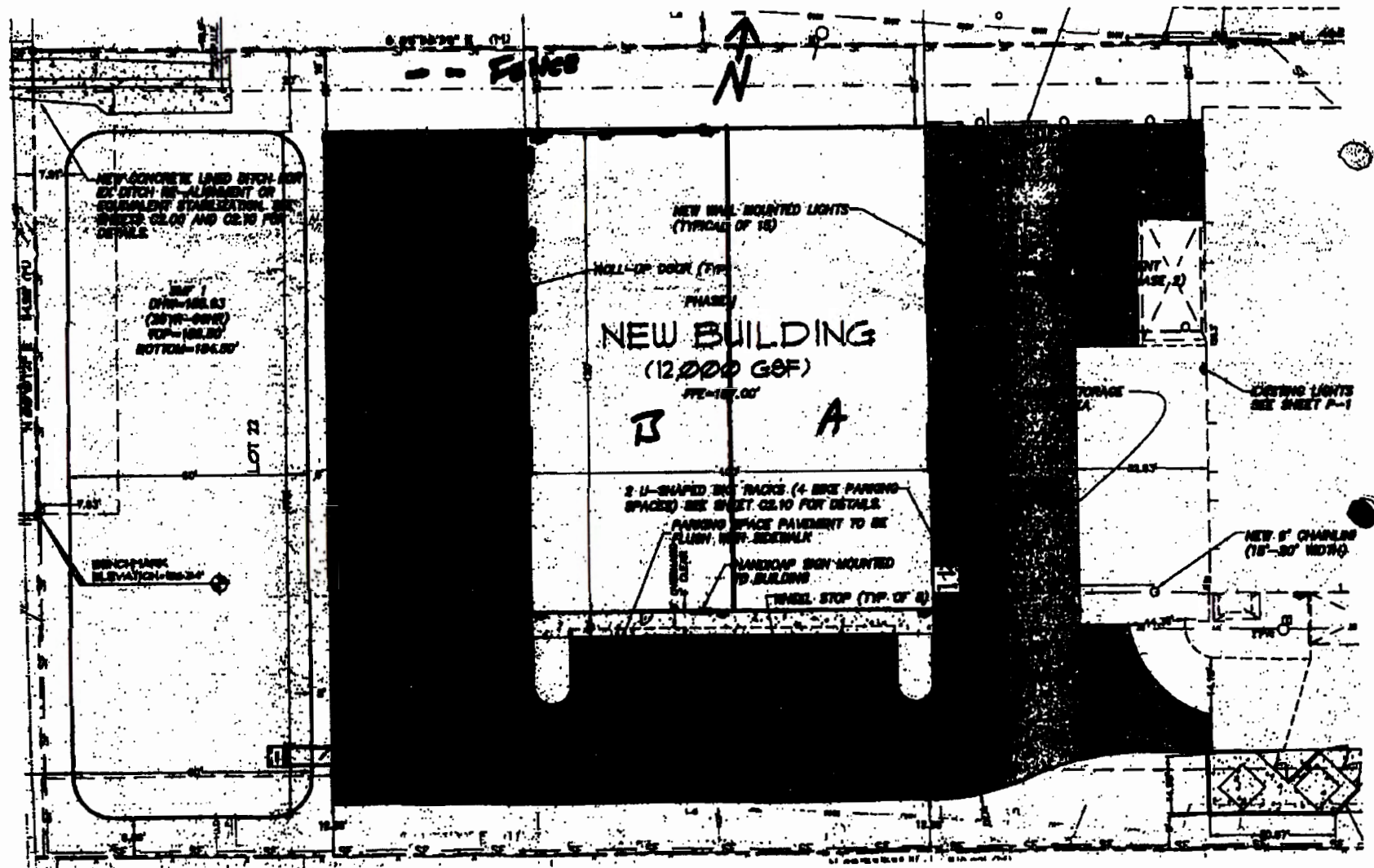
By:  _____
Faye Cole Johnson, Trustee

By: Carol Carpenter
Print: CAROL CARPENTER

Date: 9-27-19

IF THE LANDLORD IS NOT A NATURAL PERSON, PLEASE PROVIDE TRUST INSTRUMENT, A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF THE TRUST.

ATTACHMENT A: MAP



ATTACHMENT B: Utilities and Services

<u>Item Description:</u>	<u>Responsible Party</u>
Water	Tenant
Electricity	Tenant
Pest Control	Tenant