This instrument prepared by: David Forziano, Esq. Alachua County Attorney's Office 12 SE 1st Street Second Floor Gainesville, Florida 32601

LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND CAMP-FILLMER, INC. FOR LEASE SPACE LOCATED AT 2559 NE 18TH STREET, BUILDING B, 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 Camp-Fillmer, Inc., Florida Profit Corporation, with a principal business address of 4304 NW 78 Terrace, Gainesville, FL 32606, hereinafter referred to as the "Landlord." Collectively hereinafter the Tenant and the Landlord are referred to as the "Parties".

WITNESSETH:

WHEREAS, Landlord owns that certain real property described in paragraph 1, below, and has constructed a warehouse thereon; and

WHEREAS, Tenant desires to lease 7,710 square feet of said warehouse from Landlord, and Landlord desires to lease 7,710 square feet of said warehouse to Tenant, as more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

- 1. <u>The Premises.</u> The Landlord hereby leases to the Tenant, and Tenant hereby leases from the Landlord, that certain warehouse building more particularly described as 2559 NE 18th Terrace, Suite A, Gainesville, Florida 32609, containing approximately 7,710 square feet of interior warehouse space (the "Premises").
- 2. <u>Initial Term.</u> The Initial Term of this Lease is effective upon execution by both Parties and shall continue for a period of 7 years from the date the Parties agree that the buildout of the interior space of the Premises as more particularly described in paragraph 6.B. of this Lease has achieved Substantial Completion, unless earlier terminated as provided herein.
- 3. **Renewal Terms.** Tenant shall have the option to renew the Lease for two additional 5 year periods at the same terms and conditions as set forth in the Lease. Tenant shall provide written notice to the Landlord of its intent to exercise its option to renew the Lease at least 90 days prior to the end of the then current term of the Lease.

4. Rent. During the first year of the Initial Term of this Lease, Tenant shall pay Landlord monthly rental payments of \$5,300.63 per month. Subject to the requirements of the Local Government Prompt Payment Act, the first rental payment shall be due on December 15, 2019, and shall be prorated to the end of December. Full monthly payments will begin on 1 January, 2020 Landlord shall deliver a monthly rental payment invoice to Tenant at least 14 calendar days prior to the due date for each monthly rental payment at the following address:

Facilities Management Department Alachua County 915 SE 5th Street Gainesville, Florida 32601

All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Payment Act"). The Tenant shall remit all payments to:

Camp-Fillmer, Inc. 4304 NW 78th Terrance Gainesville, Florida 32606

- 5. Annual Rent Increases. The monthly rental payments shall increase annually by an amount equal to 2% of the prior year's monthly rental payment, with the first increase to commence on the one year anniversary of the date that the Parties agree that the buildout of the interior space of the Premises achieved Substantial Completion.
- 6. <u>Use of Premises</u>. The Tenant may use the Premises as a warehouse or for any other purposes deemed necessary by Tenant to conduct public business of Alachua County, its Constitutional Officers, the Alachua County Health Department, and the Florida Department of Health. However, Tenant acknowledges that the Premises does not have a fire sprinkler system and, therefore, Tenant agrees not to store any materials on the Premises, or utilize the Premises for any purpose, that requires a fire sprinkler system.
 - A. TIME IS OF THE ESSENCE regarding the provisions of this subparagraph. Upon execution of this Lease by both Parties, Tenant may store its property at the Premises in the areas to be designated by the Landlord while Landlord develops the plans and specifications and constructs the buildout of the interior space of the Premises as more particularly described in subparagraph 6.B., below. Landlord shall apply and diligently pursue all necessary permits and shall pour and complete all slab work necessary for Tenant to store goods at the Premises by no later than 15 working days after: (i) Landlord's receipt of this Lease, executed by the County, and (ii) Landlord's receipt of the applicable permit from the City of Gainesville Building Department for the slab work. Landlord shall notify Tenant as soon as the slab work has been completed. Tenant's storage of its goods in the areas designated by Landlord shall not be deemed to interfere with Landlord's obligations to buildout the interior of the Premises. Landlord will have a 44'x12' construction office/trailer delivered and set up on site, at the Landlords expense, for the Tenant to use as office space until such time that the warehouse office buildout is complete and available for Tenant's use. Tenant will have 3 business days from the date the Parties agree the

- warehouse office buildout has achieved Substantial Completion to move office operations from the trailer to the newly built warehouse office.
- B. TIME IS OF THE ESSENCE regarding the provisions of this subparagraph. Landlord agrees, at Landlords sole expense, to be responsible for all design, permitting and construction necessary to buildout the interior space of the Premises as generally depicted in the conceptual drawings attached hereto as Exhibit "A1" and parking area at Exhibit "A2", and as more particularly to be described in the architecture plans and specifications to be mutually agreed upon by Landlord and Tenant (the "Buildout"). Landlord and Tenant agree to cooperate with each other for Landlord to develop architectural plan and specifications for the Buildout, which shall include approximately 1,500 square feet of interior air conditioned space that shall include: one office of approximately 300 square feet that may be used as a maintenance shop; a bathroom that will include a single shower; one doorbell on the outside of the building at the main personnel entrance door; one warehouse ventilation fan; all doors; and 4 power outlets on the outside of the southern wall. Landlord shall notify the Tenant when Landlord believes the Buildout has achieved Substantial Completion, and the Parties shall coordinate a mutually agreeable date and time no later than 3 business days thereafter to jointly inspect the Premises with Landlord's building contractor for the purposes of determining whether Substantial Completion has been achieved. If Substantial Completion has been achieved, the Parties shall develop a Punch List of the items, if any, that need to be completed in order to achieve Final Completion. Landlord shall complete the Punch List within 30 days of achieving Substantial Completion. If Substantial Completion has not been achieved, the Parties shall jointly develop a list of the items that need to be repaired, replaced, completed or corrected in order to achieve Substantial Completion. Landlord will deliver sole and exclusive possession of the Premises to the Tenant upon achieving Substantial Completion of the Buildout, except that Landlord's building contractor shall be allowed reasonable access to the Premises for the sole purpose of achieving Final Completion of the Buildout.
- 7. Compliance with Law. Tenant acknowledges that the Premises does not have a fire sprinkler system and, therefore, Tenant agrees not to store any materials on the Premises, or utilize the Premises for any purpose, that requires a fire sprinkler system. Except for the provision of a fire sprinkler system, 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. 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.
- 8. <u>Surrender of Premises</u>. Upon termination of the Lease, 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, excepted.
- 9. **Services and Repairs.** Services provided by the Landlord to the Tenant are:

- A To maintain the building's structural components, exterior, siding, HVAC, electrical, plumbing, roof, landscaping approach walkways, grounds, and 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 that exceed Tenant's responsibility as defined below. Tenant will be responsible for routine maintenance and repairs that shall not exceed \$300 per occurrence. Tenant agrees to have in place an annual HVAC service agreement that includes replacing filters for the office area HVAC system, and agrees to be responsible for the replacement of all lights in the office and warehouse areas.
- 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; and
- E Tenant acknowledges that the Premises does not have a fire sprinkler system and, therefore, Tenant agrees not to store any materials on the Premises, or utilize the Premises for any purpose, that requires a fire sprinkler system. Except for the provision of a fire sprinkler system, 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.
- 10. <u>Utilities and Services</u>. Lessee shall be responsible for the utilities and services that are solely for the Premises as listed and described in **Exhibit "B**".
- 11. <u>Inspection.</u> 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.
- 12. <u>Title Status</u>. 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.

13. 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.
- 14. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.
- 15. <u>Cumulative Remedies.</u> 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. <u>Signs.</u> 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 requested by the Tenant.
- 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 renewal 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. <u>Radon Gas.</u> 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.

- 20. <u>Proration</u>. 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.
- 21. <u>Successor or Assigns.</u> 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.
- 22. <u>Casualty</u>. 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.
- 23. <u>Notices</u>. 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:

Camp-Fillmer, Inc. 4304 NW 78th Terrance Gainesville, Florida 32606 ATTN: Tom Fillmer, President

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

24. <u>Eminent Domain.</u> 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.
- 25. **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.
- 26. <u>Severability Clause</u>. 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.
- 27. <u>Third Party Beneficiaries.</u> This Lease does not create any relationship with, or any rights in favor of, any third party.
- 28. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Lease.
- 29. <u>Construction</u>. 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.
- 30. Governing Law. This Lease shall be governed, interpreted and constructed 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 Tenant, by and through the Chair of its Board of County Commissioners, has duly executed this Lease on the date written.

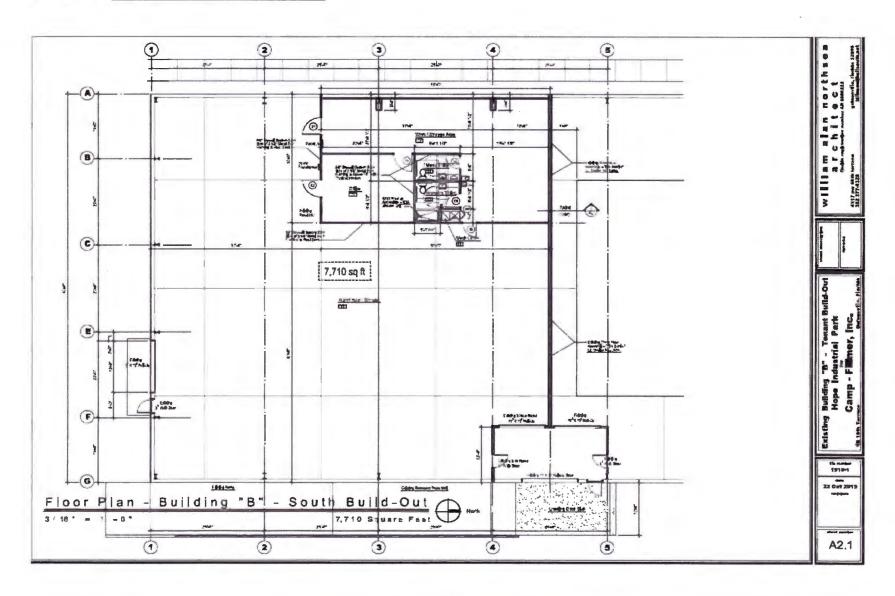
Signed, sealed and delivered in the presence of:	TENANT: Alachua County, Florida	
Attest:	Ву:	
J.K. "Jess" Irby, Esq. Clerk	Board of County Commissioners Date:	_, Chair
	APPROVED AS TO FORM Alachua County Attorney's Office	

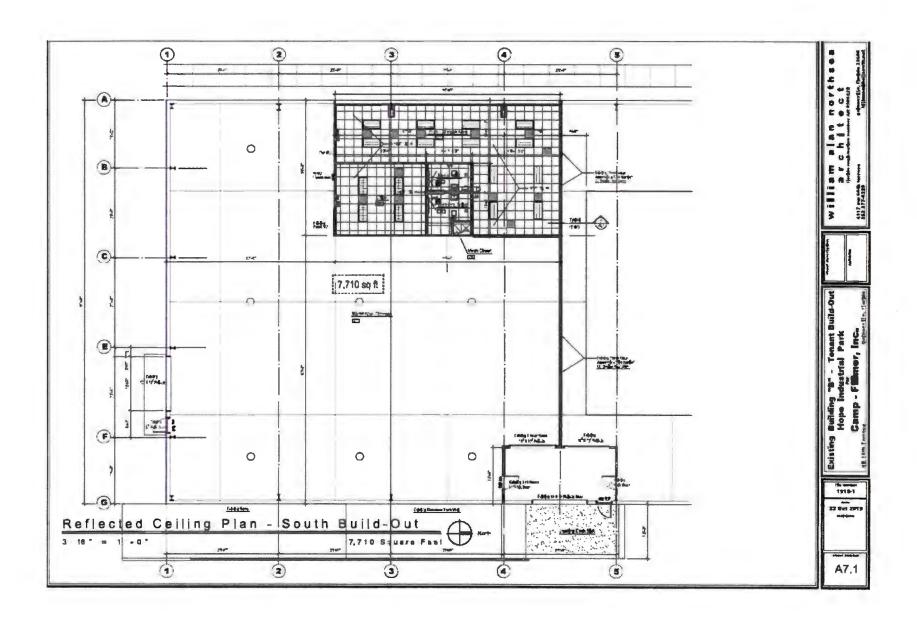
IN WITNESS WHEREOF, the Landlord, by and through its President, has duly executed this Lease on the date written.

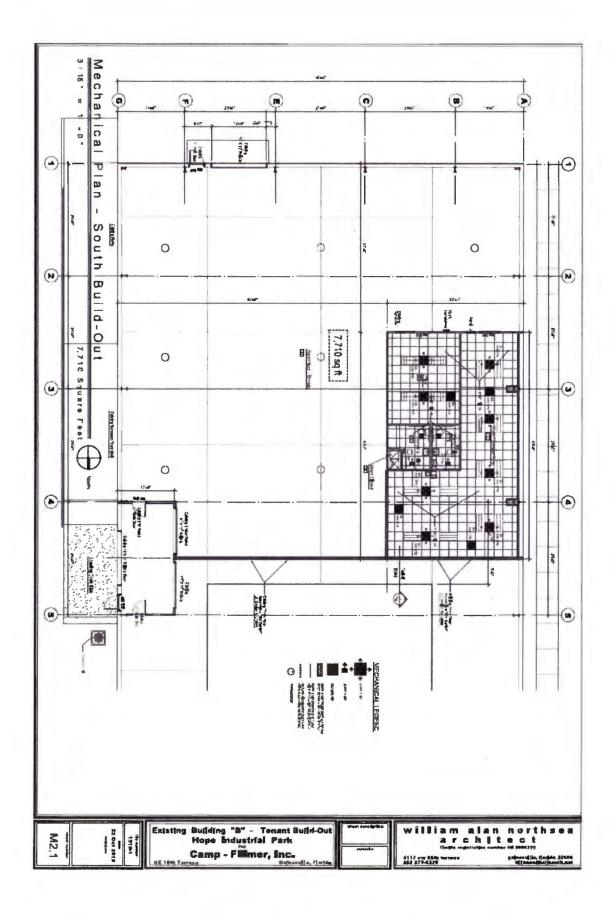
Signed, sealed and delivered in the presence of:	LANDLORD: Camp-Fillmer, Inc.
By: Posale Baranyk (Witness No. 1) Print: Kosale Baranyk By: Ranny & Dr.	By:
Print: NANCY L. TAYLOR	
STATE OF FLORIDA COUNTY OF ALACHUA The foregoing instrument was acknowledged be to be a foregoing instrument was acknowledged by the forego	efore me this 6 day of November, 2019, by tent of Camp-Finner, Inc., a Florida profit corporation, on a conally known to me, or who have produced
as ide	entification.
(Notary Seal)	Notary Public Print: Commission to Mar Pu Notary Public State of Florida Nancy L Taylor My Commission GG 121912 Expires 10/31/2021

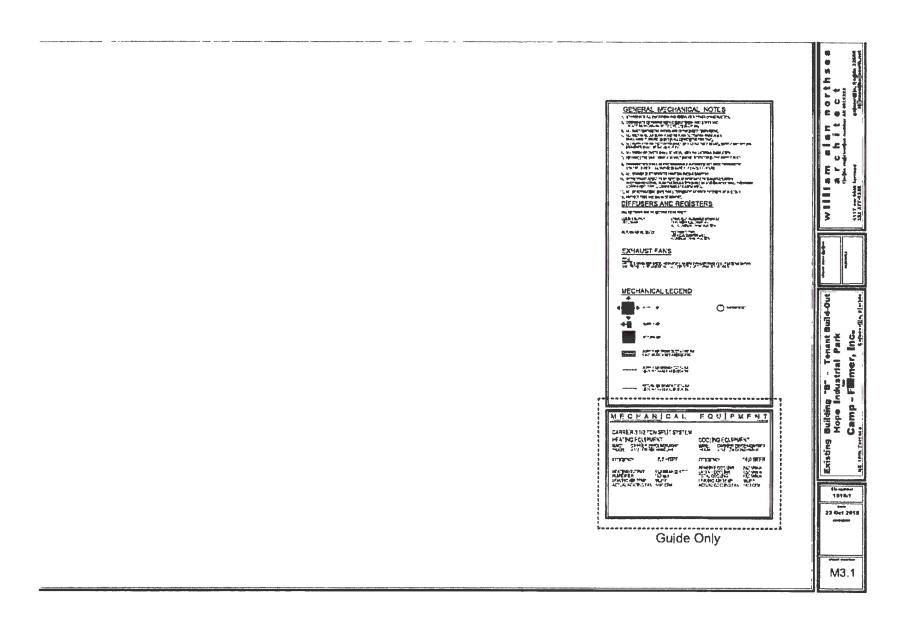
IF THE LANDLORD IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE LEASES ON BEHALF OF YOUR ORGANIZATION.

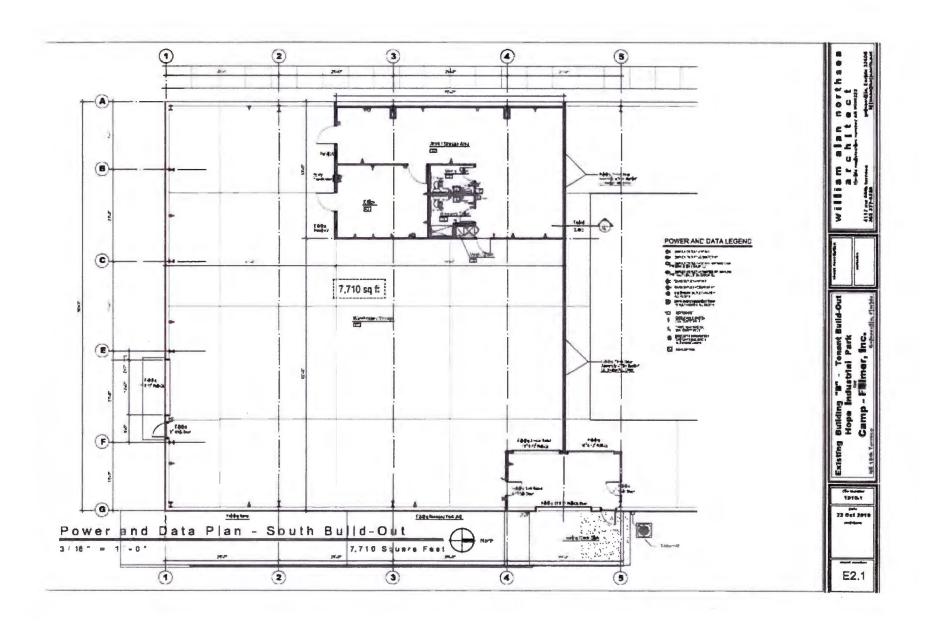
Exhibit A1: Conceptual Drawing of Buildout

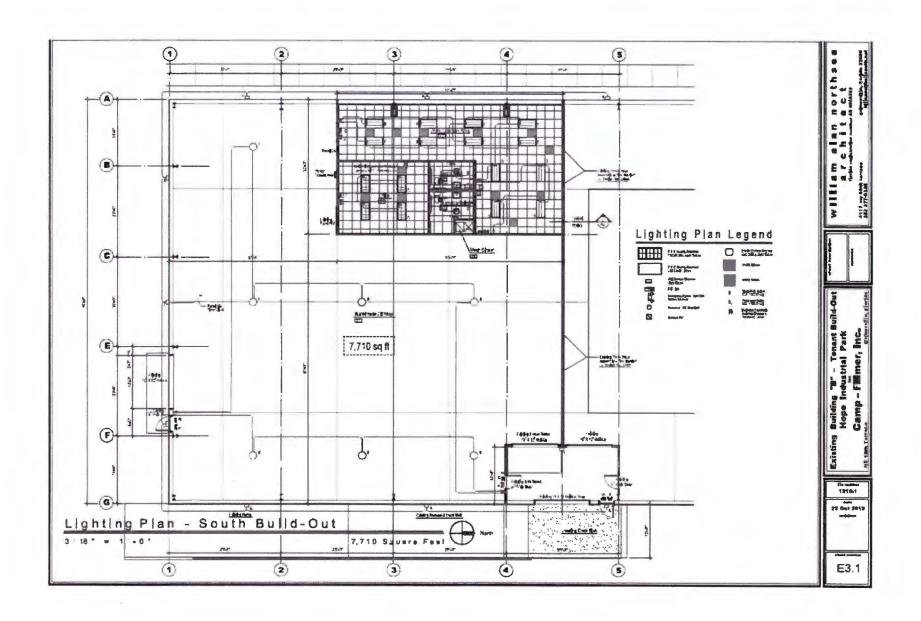












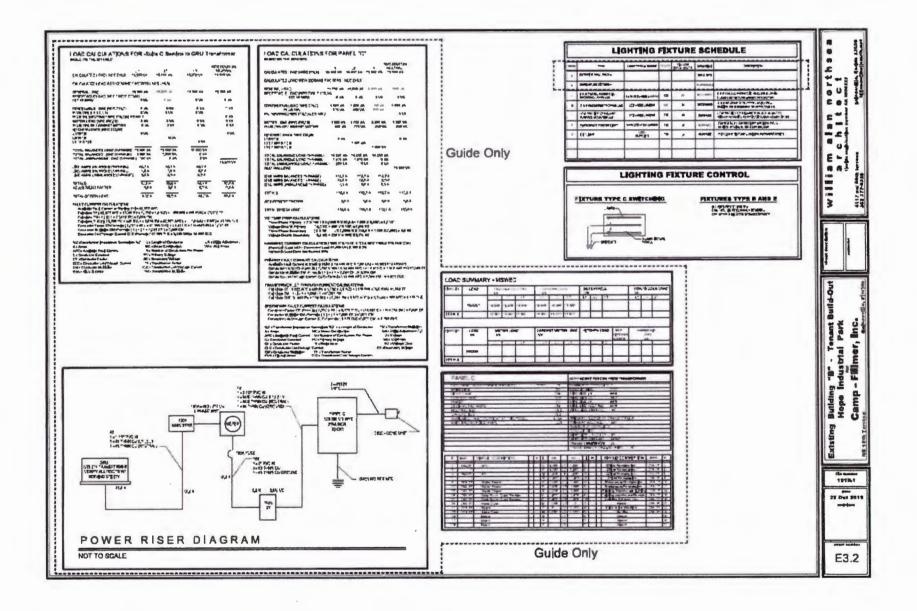


Exhibit A2: Parking Area

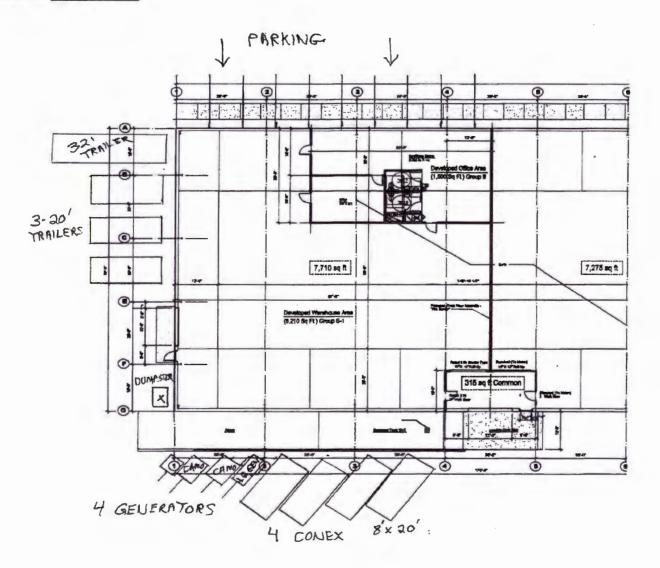


Exhibit B: Utilities and Services

Item Description:	Responsible Party
Potable Water	*Tenant shall set up its own account with the applicable utility
Electricity	*Tenant shall set up its own account with the applicable utility
General Cleaning and Janitorial Service	+Tenant may self-perform or contract with a third party of Tenant's choice
Security (e.g., guards, cameras, sensors, alarms, etc.)	+Tenant may self-perform or contract with a third party of Tenant's choice
Communications (e.g., Telephones, internet, cable TV, satellite TV, etc.)	+Tenant may self-perform or contract with a third party of Tenant's choice

Legend:

^{*}to commence on the date the buildout described in paragraph 6.B. is deemed substantially complete.

⁺to commence pursuant to the terms and conditions of Tenant's contract with the third-party vendor/service provider.