

**LEASE AGREEMENT
BETWEEN ALACHUA COUNTY AND THE TOWN OF MICANOPY
FOR THE MICANOPY FIRE STATION**

This Lease Agreement is entered into this _____ day of _____, 2023, 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 Town of Micanopy, a municipal corporation of the State of Florida, by and through its Town Commission, 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" which has been used as a fire station by the Landlord for many years; and

WHEREAS, the Tenant has agreed to provide fire services for the Landlord under the Fire Services Interlocal Agreement entered into by the parties, and desires to continue 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 Fire Services 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 704 NE 1st Street, Micanopy, FL 32667, as 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 automatically renew on an annual basis unless 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 21st 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. 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 not unreasonably impede Tenant's ability 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. 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. Maintenance and Repair Obligations. The Landlord shall have sole responsibility to maintain and repair the Premises during the term of the Lease, including the following:

- a. Landlord 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. Landlord shall, at its own expense, make all needed non-structural repairs therein.
- c. Landlord 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. Landlord will supply and maintain at Landlord's sole cost and expense all light bulbs internally and on the external walls of the Premises.
- f. Landlord shall be responsible for all sewer line obstructions, caused by Tenant or Tenant's agents or invitees, except for those cause by the intentional or grossly

negligent acts of Tenant or Tenant's agents or invitees.. Landlord shall be responsible for maintenance and repairs caused by Tenant or Tenant's agents or invitees, except for those caused by the intentional or grossly negligent acts of Tenant or Tenant's agents or invitees.

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

Section 9. Utilities. The Landlord 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, except in the case of an emergency, in which case no advance notice from Landlord to Tenant shall be required.

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 B**. 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 (except those caused by the intentional or grossly negligent acts of the 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, or if the necessary repairs cannot be reasonably completed by the Landlord within the forty-five (45) day period, 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 Landlord shall pay to the Tenant 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 1st Street
2nd Floor
Gainesville, FL 32602

To the Landlord: Town Administrator
Town of Micanopy
706 NE Chokolka Blvd.
PO Box 137
Micanopy, FL 32667

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

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st 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 1 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. Public Records – Pursuant to Section 119.0701, Florida Statutes, the County and Town agree to the following:

- a) (1) The Parties shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Parties shall keep and maintain public records required by the law to perform the services under this Agreement. This Agreement may be unilaterally canceled by either Party for refusal by the other Party to either provide to the first Party upon request, or to allow inspection and copying of all public records made or received by the the other Party in conjunction with this Agreement and

subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COUNTY SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3352-466-3121, OR TOWNHALL@MICANOPYTOWN.COM OR 706 NE CHOLOKKA BLVD., MICANOPY, FLORIDA 32667.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, TOWN SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 264-6906 OR PUBLICRECORDSREQUEST@ALACHUACOUNTY.US.

Section 31. 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: _____
Anna Prizzia, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

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

Alachua County Attorney

TOWN OF MICANOPY, FLORIDA

By: _____
Gianna Williams, Mayor of Micanopy

Date: _____

ATTEST:

APPROVED AS TO FORM

_____, Town
Clerk
(SEAL)

Micanopy Town Attorney

EXHIBIT "A"

Legal Description of the Premises

EXHIBIT "B"

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. THE TENANT SHALL CARRY COMMERCIAL GENERAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT IN THE MINIMUM AMOUNT OF \$1,000,000.00 IN ORDER TO SECURE THE OBLIGATIONS OF TENANT AND TENANT SHALL CAUSE LANDLORD TO BE ADDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY. AT ANY TIME AFTER OCCUPANCY OF THE AT ANY TIME AFTER OCCUPANCY OF THE PREMISES BY THE TENANT, THE TENANT AGREES TO ALLOW AN INSPECTION BY THE LANDLORD AND/OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, (THE "DEP"), TO DETERMINE THE EXTENT OF STORAGE OR USE OF HAZARDOUS MATERIALS AND TO DETERMINE AN APPROPRIATE AMOUNT OF POLLUTION INSURANCE. THE TENANT AGREES TO OBTAIN POLLUTION INSURANCE, WITH THE LANDLORD LISTED AS AN ADDITIONAL INSURED PARTY, IN AN AMOUNT AS REASONABLY REQUIRED BY THE LANDLORD WITHIN 15 DAYS OF WRITTEN NOTICE. ALL POLICIES OF INSURANCE SHALL CONTAIN THE CLAUSE THAT THE SAME SHALL NOT BE CANCELED EXCEPT AND UNTIL FIFTEEN (15) DAYS AFTER WRITTEN NOTICE TO THE LANDLORD AND TENANT. EITHER PARTY MUST PRODUCE A VALID CERTIFICATE OF INSURANCE OR PROOF OF PAYMENT OF SUCH INSURANCE PREMIUM UPON REQUEST OF EITHER PARTY.