

**#13281 LEASE AGREEMENT BETWEEN  
ALACHUA COUNTY AND GAINESVILLE HISTORIC PROPERTIES, LLC FOR  
LEASE SPACE LOCATED AT 408 WEST UNIVERSITY AVENUE, GAINESVILLE  
FLORIDA 32601**

**THIS LEASE AGREEMENT** made and 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 the “County,” or “Tenant” and, Gainesville Historic Properties, LLC, a Florida Limited Liability Company, with a principal business address of 321 SW 13<sup>th</sup> Street Gainesville, FL 32601, hereinafter referred to as the ‘Landlord.’ Collectively, the County and Landlord are hereinafter referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Landlord recently purchased the property located at 408 W. University Avenue, Gainesville, Florida (the “Property”); and

**WHEREAS**, the Property includes an multi-floor office building named the Seagle Building and associated parking area; and

**WHEREAS**, Tenant has leased office space in the Seagle Building since August 1, 2011; and

**WHEREAS**, Tenant’s current lease is on a month-to-month basis (the “Month-to-Month Lease”); and

**WHEREAS**, the parties now wish to terminate the Month-to-Month Lease and enter into this one-year Lease Agreement.

**NOW THEREFORE**, 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 Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Lease Agreement as if fully set forth herein.
2. **The Premises.** The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord ground level office space, suite 106, at the Seagle Building Annex, located at 408 W. University Ave, Gainesville, Alachua County, Florida, encompassing approximately eight

thousand nine hundred (8,900) square feet of space, and the non-exclusive right to parking spaces as more fully described in paragraph 11.6, below.

3. **Effective Date and Term of Lease Agreement.** The term of this Lease Agreement shall commence on May 1, 2022 and shall continue for a period of one year unless earlier terminated as provided herein.
4. **Renewal:** The Term of this Agreement may be extended through a written amendment executed by both Parties. In the event either Party desires not to renew the Agreement, 120 day notice shall be given to the other Party.
5. **Termination of the Month-to-Month Lease.** On June 28, 2011, the County entered into a lease with The Holbrook Group, Inc. whereby the County leased space in the Seagle Building located at 408 W. University Avenue, Gainesville, Florida. That lease has been amended six times. The 5<sup>th</sup> Amendment to Month-to-Month Lease converted the term of that lease to a month-to-month term. Collectively, the June 28, 2011 lease and its six amendments are hereinafter referred to as the “Month-to-Month Lease”. Upon purchasing the Property on February 16, 2022, the Landlord acquired and assumed the Month-to-Month Lease. The County and the Landlord agree that the Month-to-Month Lease will terminate effective midnight on April 30, 2022.
6. **Rent.**
  - 6.1. The Tenant agrees to pay the Landlord monthly rental payments of \$11,866.67 monthly from commencement on May 1, 2022. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Alachua County Facilities Management  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601
  - 6.2. The Tenant shall remit/mail monthly rental payments to:

Gainesville Historic Properties, LLC  
c/o Trimark Properties, LLC  
321 SW 13th Street  
Gainesville, FL 32601
  - 6.3. 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.

- 6.4. The Tenant agrees that the rent may be increased in any renewal term by the prevailing Consumer Price Index or 3% whichever is higher.
7. **Alterations and Improvements.** Approval must be sought and received from the Landlord in the event the Tenant desires to make alterations or improvements to the Premises.
8. **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.
9. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the Property and 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.
10. **Surrender of Premises.** Upon termination of the Lease Agreement, 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.
11. **Services and Repairs.** Services provided by the Landlord and the Tenant are:
- 11.1. Landlord and, or, the Condominium Association shall maintain the exterior of the building, the landscaped areas, the heating and air conditioning equipment, the plumbing equipment and the electrical and mechanical equipment and all common areas.
- 11.2. Landlord shall provide in a timely manner for the maintenance, repairs and replacement of any building equipment. In the event that necessary repairs are not completed and cause any portion of the Premises to be unusable until it is repaired, the Tenant will deduct from the monthly rent, a pro-rated dollar amount per square foot of useable space each day until it is repaired to Tenant's satisfaction and returned to Tenant's use.
- 11.3. Landlord shall be responsible for replacing expired light bulbs and the timely replacement of HVAC filters.

- 11.4. Landlord and, or the Condominium Association shall maintain the roof, structure, structural supports, floor covering, ceiling tiles, doors, locks, and windows. Landlord shall keep the building envelope sealed against moisture and vermin.
- 11.5. Tenant is responsible for maintaining communication and data wiring, within leased space. Tenant is responsible for providing hardware, such as telephones, computers, file servers, and associated switching equipment. Tenant shall maintain any other Tenant installed wiring.
- 11.6. Landlord grants to the Tenant and its guests the non-exclusive right to parking in the adjacent Seagle Building parking lots. Tenant shall park as directed by the Landlord for the optimization of parking. Landlord shall designate and maintain a parking area for fifteen (15) County owned vehicles that shall be allowed to park 24 hours a day, seven days a week.
- 11.7. Tenant shall have sole authority over the control of temperature in the Premises, but shall exercise reasonable energy practices.
- 11.8. Tenant shall be liable for any damage to the building or any part thereof caused by the negligence of willful actions of the Tenant, the Tenant's employees, or guests. The Tenant shall promptly repair such damage, if the Tenant fails to repair such damage, the Landlord shall do so at the expense of the Tenant and the cost thereof shall be treated as additional rent due hereunder; provided however, that the Landlord shall provide the Tenant with prior written notice of the estimated cost of repair prior to the Landlord performing such repair, unless such repair is reasonably required to prevent other immediate damage to the building and there is insufficient time to provide such notice.
- 11.9. The Tenant may decorate or redecorate the space exclusively occupied by the Tenant after commencing occupancy without further approval by Landlord.

12. **Utilities and Services.** Landlord and Tenant shall be responsible for payment for the following services, utilities and expenses:

12.1. Landlord:

- 12.1.1. Landlord shall pay all electrical, gas, water, sewer and refuse charges.
- 12.1.2. Landlord shall provide janitorial services for t the common areas and first floor restrooms.
- 12.1.3. Landlord or the Condominium Association shall provide pest control services.

12.2. Tenant:

12.2.1. Tenant shall provide any access control or electronic security for the Tenant occupied space.

12.2.2. Tenant shall contract for recyclable paper pick-up.

12.2.3. Tenant shall be responsible for shredding or other security measures for confidential refuse.

13. **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.

14. **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 Agreement for the term herein granted.

15. **Insurance.**

15.1. 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. Tenant is responsible for its property.

15.2. 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.

15.3. Nothing contained herein shall constitute a waiver by the Tennant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.

16. **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.

**Sublease.** Tenant may not sublease the Premises without Landlord's prior written permission, which shall not be unreasonably withheld.

17. **Non-Waiver.** The failure of any party to exercise any right in this Lease Agreement will not waive such right.
18. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this Lease Agreement 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.
19. **Entire Agreement, Modification and Waiver.** This Lease Agreement 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 Agreement 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 Agreement.
20. **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 expiration or termination of this Lease Agreement. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.
21. **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 Agreement 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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **Casualty.** In the event that the Premises shall be 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 Agreement by giving written notice to the other party within five (5) days after the occurrence of such damage.
27. **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  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

Landlord: Gainesville Historic Properties, LLC  
c/o Trimark Properties, LLC  
321 SW 13th Street  
Gainesville, FL 32601  
[jfleming@trimarkproperties.com](mailto:jfleming@trimarkproperties.com)

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, Clerk,  
Attention Finance and Accounting,

12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to:

Procurement Division  
Attn: Contracts  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

28. **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.
29. **Default and Termination.** If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Lease Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the Parties may have.
30. **Severability Clause.** If any clause or any of the terms or conditions of this Lease Agreement 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.
31. **Third Party Beneficiaries.** This Lease Agreement does not create any relationship with, or any rights in favor of, any third party.
32. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Lease Agreement.
33. **Construction.** This Lease Agreement 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 Agreement.



34. **Governing Law.** This Lease Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising out of this Lease Agreement shall be in Alachua County, Florida.

35. **Electronic Signatures** The Parties agree that an electronic version of this Lease Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Lease Agreement, 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. The County shall determine the means and methods by which electronic signatures may be used to execute this Lease Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Lease Agreement 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.

36. **U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM**

36.1. The Landlord shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Landlord during the term of this Lease Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

36.2. The Landlord shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

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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 (TENNANT)**

By: \_\_\_\_\_  
Marihelen Wheeler, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_

\_\_\_\_\_

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

**LANDLORD**

Designated by:

By: John Fleming  
Print: John Fleming  
Title: Managing Member  
Date: 4/1/2022

**IF THE LANDLORD IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS, UNLESS EXECUTED BY THE PRESIDENT, ANY VICE PRESIDENT, OR CEO OF LANDLORD IF THE LANDLORD IS A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED AND WITNESSED BY TWO WITNESSES.**