

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is entered into effective as of May 1, 2026 (the “Effective Date”) by and between the **TOWN OF DUNDEE** (the “Landlord”), a Florida municipality, and **POLK COUNTY** (the “Tenant”), a political subdivision of the State of Florida.

RECITALS

WHEREAS, the Landlord and the Tenant entered into that certain Lease Agreement (“the Agreement”) dated April 5, 2016, whereby the Landlord leases certain real property located at 105 Center Street, Dundee, Florida 33838, the location of which is depicted on the attached Exhibit “A” (the Land and Building collectively, the “Property”) to the Tenant to facilitate timely responses to requests for fire and emergency medical services to the residents of its city; and

WHEREAS, the Tenant has requested and the Landlord has agreed to lease a portion of the Building consisting of approximately 800 square feet of residential (bunk) quarters and restrooms, and a specified area of the Building vehicle bay (together, the “Premises”), as depicted on the attached Exhibit “B” to the Tenant upon the terms and conditions stated in this Agreement; and

WHEREAS, the Landlord agrees to allow Tenant joint use of the remaining portions of the Building depicted on Exhibit “A” described as the kitchen and dining area, day room, weight room, shower and bathroom facilities, locker room, emergency operations meeting room, decontamination room, and storage room; and

WHEREAS, the Agreement which did not include a renewal term expires on April 30, 2026; and

WHEREAS the Landlord and the Tenant have mutually agreed to enter into this Agreement whereby the Landlord will continue to lease the Premises, as defined in Section 2, below, to Tenant for an initial term of ten (10) years with one (1) additional ten (10) year term (the “Renewal Term”); and

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **LEASE.** Landlord hereby leases and rents the Premises to the Tenant, and the Tenant does hereby lease and rent the Premises from the Landlord, in accordance with the terms and conditions stated in this Agreement. The Landlord agrees to lease the Premises to the Tenant for fire and emergency rescue services. The right of the Tenant to use and occupy the Premises under this Agreement shall include the right of nonexclusive use, in common with others entitled thereto, of the Property common areas as the same may be determined by the Landlord.

3. **TERM.**

- (a) Term. Landlord shall rent the Premises to Tenant for an initial term (the “Initial Term”) commencing May 1, 2026 (the “Commencement Date”) and, unless sooner terminated or extended as provided herein, terminating April 30, 2036.
- (b) Renewal Term. Provided the Tenant is not in default of this Agreement, the Tenant may renew this Agreement for one (1) additional ten (10) year term (the “Renewal Term”); the initial Term and the Renewal Term, if exercised, being collectively referred to hereinafter as the (“Term”). The Renewal Term shall be in accordance with the terms and conditions stated in this Agreement. To exercise its ability to extend the Agreement for a Renewal Term, the Tenant must provide the Landlord written notice (a “Renewal Notice”) no later than ninety (90) days prior to the expiration of the Initial Term.
- (c) Early Termination. During the Term, either party may terminate this Agreement if the other party is in default, in accordance with and as further specified in Section 11. Following the Initial Term, either party may terminate this Agreement for any reason or no reason by delivering one hundred and eighty (180) days prior written notice to the other party. Upon termination of the Agreement, the Tenant shall surrender possession of the Premises to the Landlord in accordance with Section 18, below.

4. **RENT.** On or before January 1st of each year this Agreement is in effect, the Tenant shall pay Landlord an annualized rent of One Dollar (\$1.00) for the use and occupancy of the Premises.

5. **UTILITIES.** The Tenant shall be responsible and pay when due all fees, deposits, charges or other assessments for all separately metered utilities that service the Premises. The Landlord shall be responsible and shall pay when due all fees, deposits, charges or other assessments for all other utilities that service the Property.

6. **USE OF PREMISES; ACCESS.**

- (a) The Tenant shall use the Premises as a fire and emergency medical services station. The Tenant shall use and conduct its operations within the Premises in accordance with all applicable federal, state, and local laws, statutes, regulations, and ordinances.
- (b) The Tenant shall be permitted to operate the station twenty-four (24) hours per day, seven (7) days per week.

7. **SIGNAGE.** The Tenant shall be permitted to erect and maintain such signage in, on, and around the Premises that the Tenant commonly utilizes to identify its fire and emergency medical services stations.

8. **ALTERATIONS AND IMPROVEMENTS.** Except for the hanging of pictures or other décor on Premises interior walls or doors, the Tenant shall not make or permit anyone to make any alterations, improvements, installations, or additions (any such act an “Alteration”) in or to the Premises of any kind or nature whatsoever without the prior express written consent of Landlord, which the Landlord may withhold in its discretion.

9. **MAINTENANCE AND REPAIR.** The Landlord shall maintain, repair, and replace the roof and structural portions of the Building including, but not limited, to the foundation, bearing and exterior walls, subflooring and slab, unexposed electrical, plumbing, and sewer systems, all in a manner consistent with similar fire and emergency medical services stations located within Polk County, Florida. Additionally, the Landlord shall be responsible to maintain, repair and replace the Building heating, ventilating and air-conditioning system, to include its motors and other component parts. The Tenant shall at its own cost and expense keep the Premises safe, clean, well-maintained, and in good order and repair in a manner consistent with similar Polk County fire and emergency medical services stations located within Polk County, Florida. The Tenant shall be responsible for all garbage and waste removal from the Premises.
10. **INSURANCE.** The Landlord and the Tenant agree to procure and maintain insurance as permitted by Section 768.28, Florida Statutes, for the purposes of insuring and addressing any claim, judgement or claims bill which each may respectively be liable to pay during the term of this Lease Agreement. In that regard the Landlord currently maintains commercial general liability insurance through the Florida Municipal Insurance Trust administered by the Florida League of Cities and the Tenant maintains a self-insurance risk management program. Both the Landlord and Tenant shall provide the other party with evidence of such insurance that either party may reasonably request.
11. **DEFAULT.** If either party materially defaults in any of its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the party receives written notice of the default from the other party, then the other party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the party in material default, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If, however, the default is of a nature that cannot be cured within such fifteen (15) day time period, an event of default shall not be deemed to have occurred provided the party in material default commences a cure of the default within the fifteen (15) day time period and thereafter diligently and continuously works to cure the default.
12. **LIABILITY LIMIT. IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

Further by entering into this Lease Agreement, neither party intends to waive any sovereign immunity and/or the limits of its liability set forth in Section 768.28, Florida Statutes, regardless of whether such claims are based in contract, tort, statute, strict liability, negligence, product liability or otherwise. This section shall survive the expiration or early termination of this Agreement.

13. **ATTORNEY'S FEES AND COSTS.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorney's fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.
14. **DAMAGE OR DESTRUCTION.** If the Building located on the Premises is wholly destroyed by fire or by other casualty, then this Agreement shall immediately terminate. If the Building located on the Premises is partially damaged or destroyed so as to render the Premises unusable to the Tenant for a time period that will exceed thirty (30) days, then either party may terminate the Agreement by giving written notice to the other party.
15. **EMINENT DOMAIN.** If the whole of the Property, the Building, or such portion thereof as will make the Premises unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Premises shall cease on the date when possession of the same is taken by the condemning authorities. If a portion of the Building or Property is taken, but not an amount that would make the Premises unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect. The Tenant shall have no right or claim to any part of any award made to or received by the Landlord for such condemnation or taking, and all awards for the same shall be made solely to the Landlord. The Tenant shall, however, have the right to pursue any separate award that does not reduce the award to which the Landlord is entitled.
16. **ASSIGNMENT.** The Tenant shall not (i) assign this Agreement or any interest therein; (ii) sublease the Premises or any portion thereof; or (iii) permit use of the Premises by any party other than the Tenant, all without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.
17. **HAZARDOUS MATERIALS.** Tenant shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined below) to be brought upon, kept or used in or about the Premises by the Tenant, its guests, employees, contractors, or invitees. If Tenant fails to comply with the foregoing covenant, then the Tenant shall be wholly responsible for (i) all costs incurred in connection with any investigation of site conditions and cleanup, remediation, removal, or restoration work required by and federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Landlord incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Tenant must take any remedial action in accordance with this section, the Tenant shall first obtain Landlord's approval and then immediately take all actions (at the Tenant's sole expense) that are necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by and Federal, State, or local statute, law, ordinance, code, rule,

regulation, order, or decree. This Section 17 shall survive the expiration or the early termination of this Agreement.

18. **SURRENDER.** Upon the expiration of this Agreement or whenever the Landlord is entitled to the possession of the Premises, the Tenant shall immediately surrender the Premises (and all keys thereto) to the Landlord broom clean and in the same condition as existed on the Commencement Date, only ordinary wear and tear excepted, with the Tenant having removed all its personalty from the Premises. The Tenant's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement.

19. **HOLDING OVER.** If Tenant holds over after the expiration of the Term, with or without the express written consent of Landlord, the resulting tenancy shall be a month-to-month tenancy, and the Tenant shall pay Rent in the same amount payable during the last full month of the Agreement Term. Any month-to-month tenancy established pursuant to this Section 19 shall be subject to every other term, covenant, condition, and agreement contained herein.

20. **NOTICE.** All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) via nationally recognized overnight delivery service, prepaid, when sent to the following:

If to the Landlord: Town of Dundee
 Attention: Town Manager
 P.O. Box 1000
 Dundee, Florida 33838

If to the Tenant: Polk County Board of County Commissioners
 Attention: Real Estate Services Director
 P.O. Box 9005, Drawer RE-01
 515 East Boulevard Street
 Bartow, Florida 33830

Notices shall be effective when received at the addresses specified above or when a party rejects delivery of any such notice. A party may from time to time change the address to which its notice is to be directed by delivering written notice to the other in accordance with this Section 20. Any communications between the parties that are not required by this Agreement may be sent via U.S. first-class mail, postage prepaid, at the addresses designated above, or as the parties may otherwise agree.

21. **FORCE MAJEURE.** A party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-

performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the affected party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the affected party from performing its obligations hereunder. The affected party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the affected party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the affected party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the affected party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

22. **QUIET USE AND ENJOYMENT.** As long as the Tenant fully complies with the terms, conditions, and covenants of this Agreement, the Landlord agrees that the Tenant shall and may peaceably have, hold, and enjoy the leases Premises during the term of this Agreement.
23. **BROKERS.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Premises to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.
24. **NO DISCRIMINATION.** Both parties shall comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.
25. **RELATIONSHIP.** This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.
26. **WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance, or default, unless specifically stated in the written consent.
27. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord

and Tenant shall reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of the section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

28. **CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties, and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.
29. **MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties. No oral modifications will be effective or binding.
30. **INTEGRATION.** Tenant and Landlord agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above-described property, whether written or oral.
31. **RADON.** 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 testing may be obtained from your county health department.
32. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.
33. **GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ATTEST:

Stacy M. Butterfield, Clerk

POLK COUNTY,

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

Approved as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

ATTEST:

Erica Anderson, Town Clerk

TOWN OF DUNDEE,
a Florida municipality

By: _____
Town Clerk

By: _____
Samuel E. Pennant, Mayor

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Town Attorney – Frederick J. Murphy, Jr.

Exhibit "A"



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Polk County Property Appraiser
Polk County, Florida

January 21, 2026

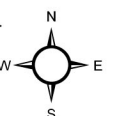


Exhibit "B"



0 20 40 80 Feet

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Polk County Property Appraiser
Polk County, Florida

January 14, 2026

