

MARY ANNE HODEL Library Director/Chief Executive Officer



VIA E-Mail: cwilliams@townofeatonville.org

September 20, 2019

Ms. Cathlene A. Williams
Town Clerk
City of Eatonville, Florida
307 E. Kennedy Blvd
Eatonville, FL 32751

Re: Renewal of Library's Leased Premises 200 E. Kennedy Blvd, Eatonville, FL 32751

Dear Ms. Williams:

The Orange County Library District (Library) elects the first of its two (2) options to renew its Lease of 200 East Kennedy Blvd, Eatonville, FL 32751 (aka Eatonville Branch Library) for an additional five (5) year period beginning December 18, 2019 with the same rental amount of \$5,047.00 per month for the approximately 6,600 square foot facility and the same terms and conditions contained in the original Lease.

The original Lease was entered into on December 17, 2004 between the City of Eatonville, Florida as Lessor and the Library as the tenant for an initial period of fifteen (15) years. The Lease provides for two (2) extensions of five (5) years per extension. Enclosed are applicable sections of the Lease, including section 3 Term and Use and section 4 Rental.

Please advise what would be the next steps to extend the Lease. You may contact me at 407-835-7314 or via e-mail at shoemaker.kristopher@ocls.info if you have any questions.

Sincerely,

Kristopher S. Shoemaker
CMA, CGFO, CHAE, CHTP, CPFIM
Chief Financial Officer

AMENDED AND RESTATED

LEASE AGREEMENT

between

TOWN OF EATONVILLE,

a Florida municipal corporation,

LESSOR

and

ORANGE COUNTY LIBRARY SYSTEM,

a public agency of the State of Florida

LESSEE

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EXHIBITS:		
	"A" LEGAL DESCRIPTION	
	"B" SITE PLAN	
	"C" BUILDING SPECIFICATIONS	

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") made this _____ day of October, 2004 between the Town of Eatonville, hereinafter "Lessor", and the Orange County Library System, hereinafter "Lessee".

RECITALS:

- A. Lessor and Lessee are the parties to a Lease Agreement ("Lease Agreement") dated June 1, 1999.
- B. Lessor and Lessee are the parties to a Lease Amendment ("Lease Amendment") dated April 6, 2004.
- C. Lessor and Lessee desire to further amend the Lease Agreement and to amend and restate the Lease Agreement in its entirety as more particularly set forth herein.

WITNESSETH:

That in consideration of the premises and of the sums of money to be paid hereunder, the parties hereto agree as follows:

1. NOVATION: The recitals set forth in Paragraphs A through C above are true and correct and are incorporated herein by reference. This Lease supercedes and replaces the Lease Agreement and Lease Amendment.
2. DESCRIPTION OF PREMISES: Lessor does hereby lease and demise unto Lessee and Lessee does hereby hire and take from Lessor certain real property located at the southwest corner of Kennedy Boulevard and College Street in the Town of Eatonville, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

The design of the building and related specifications will be mutually agreed upon by the parties, consistent with the site plan attached hereto as Exhibit "B" and incorporated herein by reference. However, the Building Specifications shown in Exhibit "C" will be incorporated into said design and specifications. Lessor will be responsible for preparation of formal building plans and specifications, construction of the building in accordance with applicable building codes, and all associated costs including impact fees. Lessee's written approval of building plans and specifications is required before commencement of construction. The size of the building is to be approximately 6,600 square feet, including a 840 square foot meeting room. Upon completion of the Premises, Lessor will provide Lessee with a set of "as built" building plans and specifications.

The real property described in Exhibit "A", the 6,600 square foot building to be constructed thereon, and any related improvements shall be referred to as the "Premises".

3. TERM AND USE: The initial term of this Lease shall be for a period of fifteen (15) years commencing on the later of the issuance of a Certificate of Occupancy to Lessor or the tendering of the Premises from Lessor to Lessee (the "Commencement Date") and continuing for a period of fifteen (15) years. Lessee shall have the option for two additional five (5) year terms. Any holding over by Lessee after the expiration of the initial term and any optional periods shall be construed to be a tenancy from month to month at a rental in the same amount as that in effect immediately prior to such expiration, and the terms and conditions herein specified shall remain in full force and effect. The Premises shall be used for a public library with approximately eight hundred forty (840) square feet for a meeting room with separate access (the "Meeting Room").

4. RENTAL: Lessee agrees to pay during each year of the initial term of this Lease the sum of Sixty Thousand Five Hundred Sixty-Four Dollars (\$60,564.00). Said sum shall be payable in equal monthly installments of Five Thousand Forty-Seven Dollars (\$5,047.00), in advance, on the first day of each month, without notice or demand. Rents for partial months shall be prorated. Rents shall be paid at the office of Lessor or at such other place as Lessor may designate in writing. The rental rates for the optional terms are subject to negotiation.

5. MAINTENANCE BY LESSEE: Except as set forth in Paragraph 10 below, Lessee shall take good care of the Premises at its sole cost and expense, make all repairs thereto, as and when needed to preserve them in good working order and condition, including without limitation all damage to the Premises shall be restored or replaced or repaired promptly by Lessee at its sole cost and expense.

6. MAINTENANCE BY LESSOR: Lessor shall provide a one-year warranty, from the Commencement Date, on the Premises, and be responsible for all maintenance and repairs during this first year. During the entire term of this Lease, Lessor shall be responsible for providing termite protection and repairing any related termite damage. Lessor shall also be responsible for maintenance and repair of the parking lot for the entire term of this Lease.

7. ALTERATIONS: Lessee shall have the right to install partitions, equipment and other fixtures on the Premises and to make such other modifications thereto as Lessee's needs require, PROVIDED, however, that Lessee shall make no structural alterations or modifications to the structural portion of the Premises without first securing the prior written consent of Lessor. All permanent partitions, air conditioning and heating equipment and light fixtures shall, upon the expiration or termination of this Lease, remain the property of Lessor regardless of the manner in which the same may be attached to the Premises; PROVIDED, however, that Lessee shall restore the Premises to the same condition it was in at the beginning of this Lease, reasonable wear and tear excepted. At the expiration or termination of this Lease, Lessee shall remove Lessee's goods and effects and shall surrender the Premises in good repair and condition, with reasonable wear and tear excepted. In the event that such removal from the Premises results in damage thereto, Lessee shall pay the full cost of any repairs necessitated thereby.

8. PAYMENT FOR UTILITIES: Lessee shall pay all gas, electric, telephone, and other utility bills rendered against or charged on the Premises.

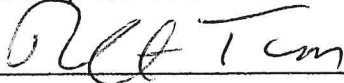
22. **DELAYED REPAIRS:** In the event that either party does not make the repairs to the Premises required of it hereunder, the other party, after fifteen (15) days written notice to the responsible party of such nonperformance, may proceed with such repairs and in such event the responsible party covenants and agrees to reimburse promptly the performing party for the cost of such repairs.

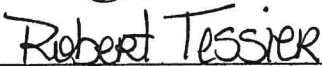
23. **PROJECT NAME:** The parties agree that the Premises shall be known as the Orange County Library System Eatonville Branch at Zora Neale Hurston Square, and signage shall be:

Orange County Library System
Eatonville Branch
Zora Neale Hurston Square

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the day and year first above written,

Signed, sealed and delivered
In the presence of:





As to Lessee

In the presence of:

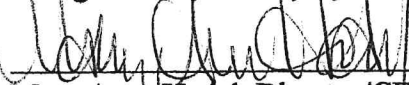


Town Clerk

As to Lessor

LESSEE:

Orange County Library System



Mary Anne Hodel, Director/CEO

LESSOR:

Town of Eatonville



Anthony Grant, Mayor