

RESOLUTION NO 2026 - 092

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY AND SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR LEASE OF PORTIONS OF THE REAL PROPERTY FORMERLY KNOWN AS FIVE POINTS ELEMENTARY SCHOOL; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID LEASE AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID LEASE AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID LEASE AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") acquired certain real property from the Columbia County School Board, formerly known as Five Points Elementary School (the "Campus") more particularly described in that certain Special Warranty Deed dated May 15, 2026 and recorded on May 20, 2026 Official Record Book 1568, Page 2230, Public Records of Columbia County, Florida; and

WHEREAS, Suwannee Valley Community Coordinated Child Care, Inc., a Florida not for profit corporation (the "Lessee") desires to lease certain facilities on and portions of the Campus; and

WHEREAS, the Lessee and the City desire to enter into that certain contract to lease portions of the Campus to the Lessee by adopting the terms of the proposed contract with Lessee in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, leasing portions of the Campus to the Lessee is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Leasing portions of the Campus to the Lessee by the terms in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the

City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

LEASE AGREEMENT
BETWEEN
CITY OF LAKE CITY, FLORIDA
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

TABLE OF CONTENTS

SECTION 1.	RECITALS AND DEFINITIONS.....	5
1.1	INCORPORATION OF RECITALS	5
1.2	DEFINITIONS	5
SECTION 2.	SUBJECT PREMISES AND TERM OF AGREEMENT	7
2.1	SUBJECT PREMISES	7
2.2	WARRANTIES OF TITLE AND QUIET POSSESSION.....	8
2.3	TERM.....	8
2.4	OPTION TO EXTEND TERM	8
2.5	END OF TENANCY	8
2.6	ASSIGNMENT AND SUBLETTING	8
SECTION 3.	RENT AND DEFAULT.....	8
3.1	RENT.....	8
3.2	OPTIONAL LEASE TERM RENT	9
SECTION 4.	DEFAULT; REMEDIES	9
4.1	LESSEE EVENTS OF DEFAULT	9
4.2	NOTICE OF DEFAULT	10
4.3	FAILURE TO CURE	10
4.4	LESSEE CONTINUING LIABILITY FOR DEFAULT	10
SECTION 5.	NOTICE AND POINTS OF CONTACT	11
5.1	DESIGNATED CONTACT PERSONS	11
5.2	NOTICES	11
SECTION 6.	USE AND SIGNAGE.....	12
6.1	USES ALLOWED AND PROHIBITED	12
6.2	SIGNS	12
SECTION 7.	CONDITION OF LEASED PREMISES, ALTERATIONS, AND UTILITIES	13
7.1	COST OF UTILITIES, LICENSES, INSURANCE AND TAXES.....	13
7.2	MAINTENANCE AND REPAIRS	14
SECTION 8.	INSURANCE AND LIABILITY	15
8.1	INSURANCE	15
8.2	FIRE AND CASUALTY	15

8.3	INDEMNIFICATION	16
SECTION 9.	SUBJECT PREMISES	17
9.1	CONDEMNATION.....	17
9.2	CLEANLINESS.....	17
9.3	INSPECTION OF SUBJECT PREMISES	17
9.4	ALTERATIONS AND IMPROVEMENTS TO LEASED PREMISES.....	18
9.5	TRADE FIXTURES.....	18
9.6	FEDERAL INTEREST	18
9.7	HAZARDOUS MATERIALS	18
SECTION 10.	LICENSES FOR USE OF PARKING AREA AND KITCHEN AREA	19
10.1	LICENSE FOR USE OF PARKING AREA.....	19
10.2	LICENSE FOR USE OF KITCHEN AREA	20
SECTION 11.	MISCELLANEOUS PROVISIONS	22
11.1	LESSEE LOSS OF FEDERAL FUNDING	22
11.2	AMERICANS WITH DISABILITIES ACT	22
11.3	NONDISCRIMINATION.....	22
11.4	RIGHTS RESERVED TO LESSOR	22
SECTION 12.	GENERAL PROVISIONS	23
12.1	COMPLIANCE WITH LAWS.....	23
12.2	RADON GAS	23
12.3	VENUE	23
12.4	ENTIRE AGREEMENT.....	23

Lessee Initials: _____

Lessor Initials: _____

**LEASE AGREEMENT
BETWEEN
CITY OF LAKE CITY, FLORIDA
AND
SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC., A FLORIDA NOT FOR
PROFIT CORPORATION**

THIS LEASE AGREEMENT ("Agreement") made and entered into as of the 15th day of August, 2026, by and between **CITY OF LAKE CITY, FLORIDA**, a Florida municipality ("Lessor"), having an address of 205 North Marion Avenue, Lake City, Florida, 32055, and **SUWANNEE VALLEY COMMUNITY COORDINATED CHILD CARE, INC.**, a Florida not for profit corporation ("Lessee"), having an address of Post Office Box 2637, Lake City, Florida, 32056. References herein to a Party or Parties shall be to Lessor and/or Lessee, as the context so indicates.

RECITALS

WHEREAS, Lessor owns certain real property formerly known as Five Points Elementary School (the "Campus"), more particularly described in that certain Special Warranty Deed dated May 15, 2026 and recorded in Official Record Book 1568, Page 2230, Public Records of Columbia County, Florida. The Campus is depicted by the 2023 aerial photograph attached as Exhibit A; and

WHEREAS, Lessee desires to lease certain facilities on and portions of the Campus (the "Leased Premises") as such facilities and land is depicted by the site plan attached as Exhibit B and defined herein in paragraph 1.2(g), exclusively for the purpose of accomplishing the Permitted Use; and

WHEREAS, the Lessor is willing to lease to Lessee the Leased Premises exclusively for the purpose of accomplishing the Permitted Use; and

WHEREAS, Lessee desires a license for use of the parking areas of the Campus (the "Parking Area") as shown on Exhibit A for ingress, egress and parking of its employees and invitees; and

WHEREAS, the Lessor is willing to grant to Lessee a non-exclusive license for use of the Campus Parking Area for such purposes, together with certain exclusive parking spaces as more particularly described herein; and

WHEREAS, Lessee desires a license to use certain non-exclusive areas of the kitchen located on the Campus (the "Kitchen Area"), as shown by Exhibit B, for preparation of meals for participants in Lessee's programs and related purposes, which areas are separate and in addition to the exclusive use areas of the kitchen included in the Leased Premises; and

WHEREAS, Lessor is willing to grant to Lessee a non-exclusive license for use of the Kitchen Area for such purposes; and

WHEREAS, Lessee will furnish necessary classroom and playground materials and equipment as required by the Office of Head Start Program Performance Standards (Administration for Children and Families, Department of Health and Human Services) and the Florida Department of Children and Families Child Care Standards to provide services in furtherance of the Permitted Use; and

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Lessor Initials: _____

WHEREAS, where possible, the Parties desire to work cooperatively as Lessee seeks to provide high quality services to eligible families in furtherance of the Permitted Use; now, therefore,

FOR AND IN CONSIDERATION of the matters and representations set forth in the foregoing recitals and other good and valuable consideration, to each this day made by and between the Parties hereto, and the covenants, conditions and agreements as are hereinafter set forth, Lessor and Lessee agree as follows:

SECTION 1. RECITALS AND DEFINITIONS.

1.1 INCORPORATION OF RECITALS

The substance of the foregoing recitals, including, but not limited to, the facts, terms, and representations thereof, are incorporated as material terms of this Agreement as if fully set forth herein.

1.2 DEFINITIONS

Although certain words and phrases used in this Agreement may otherwise be defined and have the meanings ascribed within the text of the Agreement, in interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

- (a) "Campus" means the area defined and designated on the attached Exhibit "A" as it shall be amended from time to time by acquisition and conveyance of lands, provided such acquisition and conveyance of lands do not sever or impair any portion of the Campus identified herein as the Subject Premises.
- (b) "Effective Date" means August 15, 2026.
- (c) "Hazardous Materials" means hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601(14) pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde, and radon gas.
- (d) "Initial Lease Term" means the period commencing on August 15, 2026 and continuing through and including September 30, 2031.
- (e) "Kitchen Area" shall mean Room 028, together with the restrooms associated therewith (Rooms 029 and 029A) as shown on Exhibit "B".

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Lessor Initials: _____

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- (f) "Lease Term" means the period spanning Initial Lease Term and any Optional Lease Term, provided such option is exercised.
- (g) "Leased Premises" means the facilities and lands more particularly depicted on Exhibit B as follows:
- (i) Buildings 6, 7, 8, 10, 14;
 - (ii) the open areas generally situated between Buildings 7 and 8 and the open areas generally situated between Buildings 3 and 10 each identified as Playground;
 - (iii) exclusive use of the office area (identified as Room 028A) and storage room (identified as Room 028B) adjacent to the Kitchen Area. All other portions of the Kitchen Area are to remain available to the Lessor and Lessor's other non-exclusive lessees including the walk-in refrigerated units therein.
- (h) "Optional Lease Term" means one (1) additional Lease Term of sixty (60) months, commencing October 1, 2031 and ending September 30, 2036.
- (i) "Parking Area" means the existing parking lot and parking spaces located South of Building 8 and West of Buildings 6 and 14, the loops/circle drives South of Buildings 14 and 1, the parking lot and parking spaces adjacent to NW Johnson Street, and the parking lot and parking spaces East of the Kitchen Area, as depicted on Exhibit A. As more particularly set forth herein, Lessee shall have exclusive use of eight (8) parking spaces for its employees and invitees as depicted on Exhibit A.
- (j) "Permitted Use" means the provision of intensive, comprehensive early childhood services to children who are under six (6) years of age and family development services to enrolled children and families through programs such as Head Start and Early Head Start as those programs are defined by the United States Department of Health and Human Services, Office of Head Start, provided under no circumstances shall the Subject Premises be used in any way for the purpose of providing K-12 education services.
- (k) "Phase One Improvements" means the completed improvements to Buildings 6, 8, and 14, and the Kitchen Area, and Lessee's installation of a playground area in the open areas generally situated between buildings 7 and 8 as depicted on Exhibit B, which improvements are contemplated by and mutually agreed to by the Parties.
- (l) "Phase Two Improvements" means improvements to Buildings 7 and 10 and Lessee's installation of a playground area in the open areas generally situated between buildings 3 and 10 as depicted on Exhibit "B", which improvements are contemplated by and mutually agreed to by the Parties.

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- (m) "Shared Use Areas" means, collectively, the Parking Area and the Kitchen Area subject to Lessee's non-exclusive use.
- (n) "Subject Premises" means, collectively, the Leased Premises and Kitchen Area, as more particularly depicted in Exhibit B, and the Parking Area as more particularly depicted in Exhibit A.
- (o) "Termination Date" shall mean the earlier to occur of (i) the date this Agreement is terminated pursuant to the terms hereof or, (ii) the expiration of the Lease Term.

SECTION 2. SUBJECT PREMISES AND TERM OF AGREEMENT

2.1 SUBJECT PREMISES

- (a) The Lessee leases and does rent from the Lessor the Leased Premises pursuant to the terms and conditions of this Agreement.
- (b) The Lessor grants to Lessee certain licensed rights to use the Parking Area and Kitchen Area pursuant to the terms and conditions of Section 10 of this Agreement.
- (c) It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, as to the condition of such portions of the Subject Premises being possessed or occupied for execution of the Permitted Use including, without limitation, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions.
- (d) Lessor makes no warranties or representations to the Lessee, respecting the condition of the Subject Premises for purposes of execution of the Permitted Use, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Leased Premises hereunder prior to entering into this Agreement or has made adequate provision herein.
- (e) Upon Lessee taking of possession and occupancy of those portions of the Leased Premises subject to the Phase One Improvements it shall be conclusive evidence the Lessee has accepted the condition of all areas of the Leased Premises except those areas subject to the Phase Two Improvements for the Permitted Use. Upon Lessee taking occupancy of those portions of the Leased Premises subject to the Phase Two Improvements for the Permitted Use, it shall be conclusive evidence that the Lessee has accepted the condition of the Phase Two Improvements and the entirety of the

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Lessor Initials: _____

Leased Premises for the Permitted Use.

2.2 WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants Lessor is seized of the Subject Premises and owner in fee simple thereof with the full right to make this Agreement, subject to all matters of record. Lessor warrants quiet and peaceful possession of the Subject Premises to Lessee, subject to the terms of this Agreement.

2.3 TERM

The Lease Term of this Agreement is August 15, 2026 through September 30, 2031, as may be extended.

2.4 OPTION TO EXTEND TERM

Conditioned upon Lessee's compliance with all terms and provisions of this Agreement, Lessor does hereby grant to Lessee an option to extend the term hereof for one (1) additional term of sixty (60) months, on like terms and conditions, provided the Lessee, at least 180 days prior to the Termination Date, gives written notice of its intent to exercise its option.

2.5 END OF TENANCY

Lessee will deliver the Subject Premises and, except as otherwise set forth herein, all additions thereto, except any signs, equipment, and trade fixtures Lessee installs, in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire, and other casualties excepted.

2.6 ASSIGNMENT AND SUBLETTING

The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Subject Premises or the improvements thereto.

SECTION 3. RENT AND DEFAULT

3.1 RENT

- (a) The annualized rent for the Initial Lease Term shall be SIXTY SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$67,680.00).
- (b) Subject to Subparagraph 3.1(c), beginning on October 1, 2026, and on the first day of each month thereafter during the Lease Term, rent shall be paid monthly, in advance, in the amount of \$5,640.00 per month, in addition to all applicable sales tax, if any,

Lessee Initials: _____

Lessor Initials: _____

and to the extent Lessee is not otherwise tax exempt. If the first day of the month falls on a weekend or Federal holiday, the rent shall be paid on the next business day. Rent amounts due for any fraction of month for which rent is due shall be prorated accordingly. The rent for any renewal term may be adjusted by mutual agreement of the Parties as set forth in Paragraph 3.2, hereof.

- (c) Lessee shall deliver the rent by U.S. mail to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, or such other address as the Lessor shall designate in writing to Lessee, or rent may be hand delivered to the City's Customer Service Department, presently located 173 NW Hillsboro Street, Lake City, FL 32055, during regular business hours, and shall be considered paid upon receipt by Lessor.
- (d) Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month.
- (e) All payments required to be made by Lessee to Lessor pursuant to this Agreement shall be deemed additional rent.
- (f) All payments required to be made by Lessee to Lessor pursuant to this Agreement are subject to the conditions set forth in Paragraph 11.1, hereof.

3.2 **OPTIONAL LEASE TERM RENT**

On a date convenient to both Parties, but no later the 270 days prior to expiration of the then-present lease term, Lessor and Lessee shall meet in good faith to discuss the rental rate for the Optional Lease Term. The purpose of such discussion is to establish an annual rental rate that takes into account any changes in grant revenue received by Lessee which may be available to increase the rental amount paid by Lessee to Lessor. Notwithstanding the foregoing, the Parties agree the rent amount for an Optional Lease Term shall not be less than the rents paid by Lessee in the then-current lease term, except as otherwise agreed to by the Parties.

SECTION 4. DEFAULT; REMEDIES

4.1 **LESSEE EVENTS OF DEFAULT**

The occurrence of any one or more of the following events shall constitute an Event of Default by Lessee:

- (a) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due;
- (b) the conduct of any business or performance of any acts at the Campus not specifically authorized in the Lease;

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- (c) the Lessee abandons, deserts, or vacates the Leased Premises; or
- (d) the Lessee breaches or fails to comply with any other term, provision, covenant, or condition of this Agreement.

Notwithstanding the foregoing, and in any event, a delay in the payment of rents where said delay is the result of a "shutdown" of the federal government of the United States shall not constitute an Event of Default.

4.2 **NOTICE OF DEFAULT**

Upon the occurrence of any Event of Default, the Lessor shall give written notice of such default to Lessee as set forth in Paragraph 5.2 of this Agreement. Pursuant to the provisions of Paragraph 5.2, the effective date of notice shall be the date the notice is either sent via email, or otherwise deposited for overnight delivery with, and registered as received by, a generally and commonly recognized overnight delivery service (such as FedEx or UPS) which delivery instructions require a signature by the receiving Party. As a substitution to the foregoing means of providing notice of default, the Lessor may also post any such notice on the primary point of entry to the Leased Premises. If the default is for failure to pay rent or any other sum of money when due, then, subject to Section 3.1(d), the Lessee shall have fifteen (15) calendar days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) calendar days after the effective date of notice to cure.

4.3 **FAILURE TO CURE**

If the Lessee fails to cure an Event of Default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses reasonably incurred by the Lessor in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent.

4.4 **LESSEE CONTINUING LIABILITY FOR DEFAULT**

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to terminate this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly terminated. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained,

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provided Lessor has provided notice of such violations to Lessee as otherwise set forth herein. Lessor's acceptance of payments or other moneys following any Event of Default hereunder shall not be construed as the Lessor's waiver of such Event of Default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Upon an Event of Default for which Lessor has provided written notice to Lessee as provided herein, forbearance by the Lessor to enforce one or more of the remedies herein provided shall not be deemed or construed to constitute a waiver of any such remedy.

SECTION 5. NOTICE AND POINTS OF CONTACT

5.1 DESIGNATED CONTACT PERSONS

The Lessee designates its Executive Director as the point of contact for communications from the Lessor. The Lessor designates its Procurement Director, City of Lake City, as the point of contact for communications from the Lessee.

5.2 NOTICES

Notwithstanding the foregoing paragraph, all notices required by law and by the terms of this Agreement to be given by one Party to the other Party shall be in writing, and served by email and overnight delivery via a generally and commonly recognized overnight delivery service (such as FedEx or UPS) requiring a signature by the recipient, as follows:

To Lessor: City Manager
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
Email: Clerk@LCFla.com

With a copy to: City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
Email: MartinC@LCFla.com

To Lessee: Michele Ward
Executive Director
Suwannee Valley Community Coordinated Child Care, Inc.

Lessee Initials: _____

Lessor Initials: _____

Post Office Box 2637
Lake City, Florida 32056-2637
Email: MWard@sv4cs.org

With a copy to: Fiscal Administrator
Suwannee Valley Community Coordinated Child Care, Inc.
Post Office Box 2637
Lake City, Florida 32056-2637
Email: FRaggins@sv4cs.org

Each Party shall provide timely written notice to the other Party of any address or email address change applicable to the notice requirements.

SECTION 6. USE AND SIGNAGE

6.1 USES ALLOWED AND PROHIBITED

- (a) Lessee shall use the Subject Premises only for the Permitted Use and for no other purpose. The Lessee shall not use or permit the Subject Premises or any part thereof to be used by any employee, agent, representative or invitee of Lessee for any unauthorized or unlawful purpose, or for any purpose other than as set forth above. Lessor shall not use, or permit the Campus or any portion thereof to be used for any unauthorized or unlawful purpose.
- (b) Lessor shall notify Lessor's agents, employees, servants, contractors, and other lessees that Lessee is entitled to exclusive possession and quiet enjoyment of the Leased Premises. Lessee's Leased Premises is not intended as an access route to or from other portions of the Campus. Lessee shall cooperate with Lessor, however, to reasonably accommodate any extraordinary delivery of equipment, or other such isolated events, in which access to other portions of the Campus is not otherwise readily available, and to coordinate reasonable temporary and limited access through the Leased Premises with the Lessor.

6.2 SIGNS

Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain, or display any signs or any advertising at or on the exterior of the Subject Premises or within the Subject Premises that are visible from outside the Campus. In all circumstances, such signs shall comply with all applicable laws and regulations. Lessee may display temporary signs providing information and directions to Lessee's employees and invitees for meetings, events,

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parking, child pick up and related matters. All Lessee signs approved by the City Building Inspector are permitted.

SECTION 7. CONDITION OF LEASED PREMISES, ALTERATIONS, AND UTILITIES

7.1 COST OF UTILITIES, LICENSES, INSURANCE AND TAXES

- (a) Lessee shall pay all charges for applicable utilities furnished or supplied to the Leased Premises including water, sewage, electricity, gas, garbage, internet, communications, and pest control services.
- (b) Lessee shall pay Lessee's pro-rated share of all charges for applicable utilities furnished or supplied to the non-exclusive Kitchen Area including water, sewage, electricity, and gas as such utilities are pro-rated among users of the non-exclusive Kitchen Area.
- (c) Lessee shall pay all charges for applicable licensing fees, Lessee insurance, and all personal property taxes assessed against the personal property owned by Lessee and kept on the Subject Premises.
- (d) Any annual solid waste fees applicable to the Leased Premises enacted by the City or County will be paid for by Lessee to the extent not otherwise exempt. In addition, Lessee shall pay all applicable rental tax levied by the State of Florida or Columbia County, and any similar governmental tax subsequently enacted to the extent not otherwise exempt.
- (e) Lessor will pay all real estate taxes assessed against the Leased Premises to the extent not otherwise exempt.
- (f) Notwithstanding the foregoing, the Lessor intends to, and will provide separate meters for utilities whenever and wherever reasonably possible for the Leased Premises and Kitchen Area. Unless and until separately metered utilities are available for services provided solely to Lessee portions of the Leased Premises, Lessee shall pay a fair, prorated charge. The proration shall be based on the portion of the Leased Premises that Lessee is able to possess and occupy for the Permitted Use. Lessee shall be entitled to see the full utility bills from which the prorated amount is calculated. The Parties intend the proration process to be transparent and implemented on a cooperative basis.
- (g) On or before the 20th day of each calendar month, Lessor shall present Lessee with an itemized written notice of prorated utility amounts due and Lessee shall pay those sums on the due date of the next monthly rental installment.

Lessee Initials: _____

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7.2 MAINTENANCE AND REPAIRS**(a) Lessor Maintenance and Repairs.**

- (i) Lessor, at Lessor's expense, shall make only structural repairs to the foundation, the exterior, and roof of each building. In the event of an event necessitating such repairs Lessee shall promptly give Lessor written notice of the need for repairs.
- (ii) Lessor, at Lessor's expense, shall be responsible for repairs and maintenance of plumbing, electrical, HVAC systems, drainage issues, sewage issues, fire alarm, fire extinguishers, and Lessor-owned commercial kitchen appliances.
- (iii) Lessor, at Lessor's expense, shall be responsible for remediation should lead be found in drinking water.
- (iv) Except as provided in Paragraph 7.2(b) Lessor, at Lessor's expense, shall be responsible for maintaining the Campus including regular lawn maintenance, lawn maintenance in stormwater retainage areas, and any repairs to stormwater retainage fencing.
- (v) Lessor shall not be required to make any repairs occasioned by the acts or omissions of Lessee or Lessee's agents, invitees, licensees, or employees.

(b) Lessee Maintenance and Repairs.

- (i) Lessee, at Lessee's expense, shall repair, clean, and maintain the interior of the Leased Premises so it complies with all state and local regulations applicable to Lessee's occupancy of the Leased Premises.
- (ii) To the extent caused by Lessee's use thereof, Lessee, at Lessee's expense, shall clean, and maintain the interior of the Kitchen Area such that Lessee's use of the Kitchen Area does not unreasonably interfere with the use of the Kitchen Area by other occupants of the Campus. The Lessor shall require Lessor's agents and any other lessee with a right of use of the Kitchen Area to clean and maintain the interior of the Kitchen Area such that Lessee's use of the Kitchen area is not unreasonably interfered with.
- (iii) To the extent caused by Lessee's use thereof, Lessee, at Lessee's expense, shall clean the Parking Area such that Lessee's use of the Parking Area does not unreasonably interfere with the use of the Parking Area by other occupants of the Campus.
- (iv) Lessee, at Lessee's expense, will:
 - 1. provide and replace lamps in light fixtures as needed;

Lessee Initials: _____

Lessor Initials: _____

2. provide and replace, or otherwise clean and reinstall all air filters for HVAC systems serving the Leased Premises in accordance with generally accepted HVAC industry practices.
 3. provide and replace ceiling tiles as needed; and
 4. provide lawn maintenance for the Leased Premises.
- (v) Lessee shall use plumbing, electrical, and HVAC systems in a manner consistent with their intended design and purpose. Lessee shall be responsible for the full amount of repairs and maintenance of such systems when such repairs are caused by abusive use or negligence by Lessee.

The Parties agree Lessee's obligation in this paragraph 7.2(b) shall begin upon Lessee's possession and occupancy of the Leased Premises. Phase One obligations shall begin with the Effective Date. Phase Two obligations shall begin when Lessee takes possession and occupies that portion of the Leased Premises.

SECTION 8. INSURANCE AND LIABILITY

8.1 INSURANCE

Lessee shall carry a public liability insurance policy with respect to the Leased Premises, any improvements thereto, and for the Lessee's use of the Shared Use Areas. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,000,000.00 for injury or death to any one person and \$1,000,000.00 for any one incident. Such policies shall be issued by companies authorized to transact business in the State of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation. Lessee shall neither indemnify Lessor nor be responsible for damages arising from the acts or omissions of Lessor, its agents, employees, servants, contractors, or other lessees in connection with the Leased Premises or any part thereof, and the Lessee's use of the Shared Use Areas or any part thereof.

8.2 FIRE AND CASUALTY

- (a) If any structure located on the Subject Premises is totally destroyed or so damaged by fire or other casualties such that it cannot be repaired or restored within ninety (90) days,
- (i) this Agreement may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term; or

Lessee Initials: _____

Lessor Initials: _____

- (ii) this Agreement may be modified by mutual agreement to amend the definition of the Subject Premises by excluding any buildings or parts of buildings which are not safe or otherwise suitable for occupancy by the Lessee in furtherance of the Permitted Use, and rents prorated accordingly, or
 - (iii) this Agreement may be modified by mutual agreement to amend the definition of the Subject Premises by including such additional buildings or parts of buildings not otherwise a part of the Subject Premises which are suitable for fulfillment of the Permitted Use.
- (b) If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall restore it as speedily as circumstances reasonably permit.
- (c) Lessor may enter upon the Subject Premises for the purpose of performing the restoration work, and the rent shall abate on a pro rata basis in proportion to the portions of the Subject Premises which are damaged and being restored until the restoration work has been completed, provided that damage to the Subject Premises is such that Lessee may continue their full operations at the location during the restoration work.
- (d) Notwithstanding the foregoing, if any such damage to any structure occurs during the final twelve (12) months of the then current term, Lessor may terminate this Agreement by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of this Agreement.
- (e) Notwithstanding the foregoing, if the damage to one or more structures on the Campus is such that Lessee may not continue their full operations at the Subject Premises for the Permitted Use, the rent shall abate for each month of this Agreement during such time that the Lessee is unable to use the Subject Premises.

8.3 **INDEMNIFICATION**

Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever harmless from any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorneys' fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's negligence, gross negligence or intentional misconduct) sustained upon the Subject Premises by any person from any cause resulting from the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of

Lessee Initials: _____

Lessor Initials: _____

this Agreement. The Lessee shall neither indemnify the Lessor nor be responsible for damages arising from the acts or omissions of the Lessor, its agents, employees, servants, contractors, or other lessees in connection with the Subject Premises. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law. This clause shall survive the termination of this Agreement, to the extent permitted by Federal law.

SECTION 9. SUBJECT PREMISES

9.1 CONDEMNATION

- (a) In the event the entire Subject Premises is taken in condemnation proceedings, the Lessee may terminate this Agreement.
- (b) Should a substantial part of the Subject Premises be taken in condemnation proceedings, the Lessee may terminate this Agreement or at its option retain the remainder of the Subject Premises, which shall be restored to tenantable condition. In such circumstance, the rental shall be apportioned accordingly, and the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

9.2 CLEANLINESS

- (a) Lessee shall at all times keep the Leased Premises in a reasonably neat and orderly condition, clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage, or debris of any kind upon the Leased Premises and shall commit or suffer no waste of the Leased Premises or maintain any nuisance thereon. Lessee obligations regarding cleanliness of the Kitchen Area and Parking Area are addressed in Section 10.
- (b) Lessor shall not take any action which would cause the Campus to be in other than a reasonably neat and orderly condition and clean and free from rubbish and dirt, nor shall Lessor store any unsightly materials, junk, garbage, or debris of any kind upon the Campus, or commit or suffer waste of the Campus or maintain any nuisance thereon.

9.3 INSPECTION OF SUBJECT PREMISES

Lessor or its agents or representatives shall have the right to access of the Subject Premises for inspection and repairs and will schedule a reasonable time with Lessee to ensure there is no disruption to Lessee's operations in furthering the Permitted Use

Lessee Initials: _____

Lessor Initials: _____

during times when children are present in classroom areas.

9.4 ALTERATIONS AND IMPROVEMENTS TO LEASED PREMISES

Subject to Paragraphs 9.5 and 9.6, hereof, Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Subject Premises as necessary for the conduct of Lessee's use of the Subject Premises. Lessee agrees to obtain the written consent of Lessor prior to the initiation of any alterations of, improvements to, or construction of any structure or structural component, to any degree, located on or to be located on the Subject Premises. Further, Lessee agrees the interests of the Lessor in the Subject Premises shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law. Any improvements made by Lessee may be removed by Lessee at the termination of this Agreement, provided any damages caused by said removal are repaired in a good workmanlike manner and approved by Lessor.

9.5 TRADE FIXTURES

Subject to Paragraph 9.6, any trade fixtures or improvements remaining on the Subject Premises sixty (60) days following the end of the Lease Term shall be deemed abandoned by Lessee unless otherwise agreed to in writing between the Parties.

9.6 FEDERAL INTEREST

The Federal Administration for Children and Families, Department of Health and Human Services, will retain title to all materials, equipment, and appurtenances installed on the Subject Premises and paid for by Lessee with Lessee Head Start and Early Head Start funding, and such materials, equipment, and appurtenances shall be removed from the Subject Premises by Lessee upon termination or expiration of this Agreement.

9.7 HAZARDOUS MATERIALS

Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Campus, without the prior written consent of Lessor. Lessor shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Campus.

Lessee Initials: _____

Lessor Initials: _____

SECTION 10. LICENSES FOR USE OF PARKING AREA AND KITCHEN AREA**10.1 LICENSE FOR USE OF PARKING AREA**

- (a) Lessor hereby grants to Lessee a nonexclusive license to use the Parking Area as depicted by Exhibit A of the Campus (the "Parking Area") on the terms and conditions set forth herein commencing on the Effective Date and terminating upon termination of this Agreement.
- (b) No additional rent or fee shall be due from Lessee to Lessor as consideration for the license to use the Parking Area granted herein, as such use and the consideration for same is Lessee entering into this Agreement with Lessor and paying rent for the Subject Premises. The Parties agree the addition of Phase Two will require additional parking in the future. No additional rent or fee shall be due from Lessee to Lessor for such future additional parking.
- (c) The Parking Area shall be used by Lessee only for the purpose of:
 - (i) ingress and egress to the Campus, including the Subject Premises for all purposes in furtherance of the Permitted Use, and
 - (ii) for parking of vehicles, whether motorized or not, of third parties who are Lessee's invitees, clients, employees, and vendors(collectively, the "Parking Uses").
- (d) Lessee shall use the Parking Area in an orderly fashion, observing pavement striping designating parking stalls when such striping exists, and otherwise not park vehicles in a manner blocking the ability of vehicles to reasonably traverse the Parking Area.
- (e) Lessee shall use the Parking Area for no purpose whatsoever, other than the Parking Uses, unless otherwise agreed to in writing by Lessor.
- (f) Lessor grants to Lessee, and Lessee shall designate by signage, no fewer than eight (8) parking spaces for the exclusive use of Lessee, its invitees, clients, employees, and vendors in the Parking Area in the parking lot south of Building 8 and West of Buildings 6 and 14. Lessee's exclusive parking spaces shall be located at the north end of the east side of the parking lot south of Building 8, as depicted on Exhibit A, subject to ADA parking requirements.
- (g) Lessee shall not permit the Parking Area to be used by any person or entity other than Lessee's invitees, clients, employees, and vendors without obtaining Lessor's prior written consent, which consent may be withheld for any reason whatsoever.
- (h) Provided such rules and regulations promulgated by Lessor do not interfere with

Lessee Initials: _____

Lessor Initials: _____

Lessee's pursuit and accomplishment of the Parking Uses, Lessee and its invitees, clients, employees, and vendors shall observe and comply with any reasonable rules and regulations which Lessor may from time to time deem necessary for the safety, security, care, and cleanliness of the Parking Area or the Campus and the quiet and convenience of occupants of the Campus, and of which Lessee has received notice pursuant hereto. Notice of such rules and regulations shall be given in writing by email or hand delivery in accordance with Paragraph 5.2, hereof. Lessor shall not impose any rule or regulation for the safety, security, care and cleanliness of the Parking Area or the Campus and the quiet and convenience of occupants of the Campus not likewise imposed upon any other lessee, or licensee of the Campus. Lessor shall take necessary steps to notify other lessees of the presence of small children on Campus and the concomitant noise associated with same.

- (i) Lessee shall take good care of the Parking Area and reasonably cooperate with Lessor and other occupants of the Campus to ensure the Parking Area are clean and cleared of trash, debris, and other possible hazards.
- (j) The Parking Area and Lessee's use thereof shall be covered by the Lessee's insurance otherwise required by the provisions of this Agreement.
- (k) It is the intention of the Parties that their relationship at all times shall be limited to that of licensor and licensee with respect to the Parking Area and Lessee's use thereof. Lessor shall not be regarded as, nor shall have any of the duties of, a bailee of Lessee's property or the property of Lessee's invitees, clients, employees, and vendors situated in the Parking Area.

10.2 **LICENSE FOR USE OF KITCHEN AREA**

- (a) Lessor hereby grants to Lessee a nonexclusive license to use the Kitchen Area of the Subject Premises on the terms and conditions set forth herein commencing on the Effective Date and terminating upon termination of the Lease Term.
- (b) Lessee shall have exclusive use of Lessee's equipment and furnishings located in the Kitchen Area.

No additional rent or fee shall be due from Lessee to Lessor as consideration for the license to the Kitchen Area granted herein, as such use and the consideration for same is Lessee entering into this Agreement with Lessor and paying rent for the Subject Premises.

- (c) The Kitchen Area shall be used by Lessee only in support of:
 - (i) locating, installing, maintaining, and using cooking ranges and other food preparation facilities and equipment related to preparing food for children in

Lessee Initials: _____

Lessor Initials: _____

furtherance of the Permitted Use;

- (ii) for preparation of food for children in furtherance of the Permitted Use; and,
- (iii) functions reasonably supporting the personal needs of Lessee's employees in their use of the Kitchen Area in furtherance of the Permitted Use;

(collectively, the "Kitchen Uses").

- (d) Lessee shall use the Kitchen Area for no other purpose whatsoever unless otherwise agreed to in writing by Lessor.
- (e) Lessee shall not permit the Kitchen Area to be used by any other person or entity without obtaining Lessor's prior written consent, which consent may be withheld for any reason whatsoever.
- (f) Provided such rules and regulations promulgated by Lessor do not interfere with Lessee's pursuit and accomplishment of the Kitchen Uses, Lessee and its employees, agents, and invitees shall observe and comply with any reasonable rules and regulations which Lessor may from time to time deem necessary for the safety, security, care, and cleanliness of the Kitchen Area or the Campus and the quiet and convenience of occupants of the Campus, and of which Lessee has received notice pursuant hereto. Notice of such rules and regulations shall be given in writing by email or hand delivery in accordance with Paragraph 5.2, hereof. Lessor shall not impose any rule or regulation for the safety, security, care and cleanliness of the Kitchen Area or the Campus and the quiet and convenience of occupants of the Campus not likewise imposed upon any other lessee, or licensee of the Campus. Lessor shall take necessary steps to notify other lessees of the presence of small children on Campus and the concomitant noise associated with same.
- (g) Lessee shall take good care of the Kitchen Area, and shall leave same in the same condition that it was in on the date of execution hereof, reasonable wear and tear, excepted. Lessee shall at Lessee's expense make all repairs to Lessee's equipment in the Kitchen Area.
- (h) The Kitchen Area and the Lessee's use thereof shall be covered by the Lessee's insurance otherwise required by this Agreement.
- (i) It is the intention of the Parties that their relationship at all times shall be limited to that of licensor and licensee with respect to the Kitchen Area and Lessee's use thereof. Lessor shall not be regarded as, nor shall have any of the duties of, a bailee of Lessee's property situated in the Kitchen Area.

Lessee Initials: _____

Lessor Initials: _____

SECTION 11. MISCELLANEOUS PROVISIONS**11.1 LESSEE LOSS OF FEDERAL FUNDING**

Over 90% of Lessee funding is represented by a federal grant from the Administration for Children and Families, Department of Health and Human Services, Office of Head Start for the provision of Head Start and Early Head Start services. Lessor recognizes Lessee has been a Head Start grantee since 1996. Should Lessee funding be terminated or reduced to the extent it is unable to continue paying the rental fee for the Leased Premises, this Agreement may be terminated by Lessee, provided Lessee gives thirty (30) days written notice to Lessor of such loss of funding and vacates the Leased Premises upon cessation of rental payments. Notwithstanding any provision of this Agreement to the contrary, a loss of funding from the federal government of the United States shall not constitute an Event of Default by Lessee pursuant to the terms of this Agreement.

11.2 AMERICANS WITH DISABILITIES ACT

Lessee shall generally comply with the requirements of "The Americans with Disabilities Act" (ADA) as it shall exist and be amended from time-to-time on the Leased Premises. Additionally, the Lessor shall comply with the requirements of the ADA as it shall exist and be amended from time-to-time on the Campus, and specifically, the Subject Premises.

11.3 NONDISCRIMINATION

Lessor and Lessee, as a part of the consideration hereof, do hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Premises. In the event of breach of the foregoing nondiscrimination covenant by Lessee, Lessor shall have the right to terminate the Lease.

11.4 RIGHTS RESERVED TO LESSOR

Rights not specifically granted to or reserved by Lessee or to the federal government of the United States pursuant to the terms of this Agreement are expressly and independently reserved to Lessor. In addition to all rights reserved by Lessor in and to the Subject Premises, Lessor expressly reserves the right to further develop or improve any area of the Campus as the Lessor, in its sole discretion deems proper, including the sale or conveyance of portions of the Campus for any lawful use; maintain and keep in repair, but without obligation to Lessee, the Campus, and all publicly owned facilities of the Campus; and, with the exception of the Permitted Use, the right to prevent the Lessee from conducting any practice that may be detrimental to the Campus, which in the opinion of the Lessor would limit the usefulness of the Campus or constitute a hazard to

Lessee Initials: _____

Lessor Initials: _____

such.

SECTION 12. GENERAL PROVISIONS

12.1 COMPLIANCE WITH LAWS

During the term of this Agreement, the Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, rules and regulations, as such shall exist from time to time, and the breach of which shall be cause for termination of this Agreement. Lessee shall at all times maintain all required licensing for operation. Lessor shall take all reasonable steps to facilitate Lessee obtaining and maintaining licensing for operation.

12.2 RADON GAS

Florida Statutes requires the following notice be given:

“Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon exceeding 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 Department.”

12.3 VENUE

This agreement is governed by the laws of the state of Florida and jurisdiction lies in Columbia County, Florida for purposes of all state and federal litigation.

12.4 ENTIRE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this Agreement will be effective unless in writing and executed by both Parties against whom the modification is sought to be enforced. Any such modification on the part of Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the City of Lake City Council. Any such modification on the part of the Lessee shall not be effective unless approved by the Governing Board of the Lessee in the manner required by Lessee’s by-laws and applicable Federal statutes and regulations.

Lessee Initials: _____

Lessor Initials: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate this _____ day of _____, 2026, effective August 15, 2026.

Signed, sealed and delivered
in the presence of:

Witnesses as to Lessor:

CITY OF LAKE CITY, FLORIDA

Witness

By: _____
Noah E. Walker, Mayor

(Print/type name)

Witness

(Print/type name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of September, 2026, by Noah E. Walker, as Mayor of the City of Lake City, Florida, a municipality, for and on behalf of said City, who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

(Print/type name)
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By: _____
Clay Martin
City Attorney

Lessee Initials: _____

Lessor Initials: _____

Signed, sealed and delivered
in the presence of:

Witnesses as to Lessee:

**SUWANNEE VALLEY COMMUNITY
COORDINATED CHILD CARE, INC.**

Witness

By: _____

Laura Ann Gardner,
Board President

(Print/type name)

Witness

(Print/type name)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of September, 2026, by Laura Ann Gardner, as President of the Board of Directors of Suwannee Valley Community Coordinated Child Care, Inc., a Florida non for profit corporation, for and on behalf of said corporation, who is personally known to me.

(NOTARY SEAL)

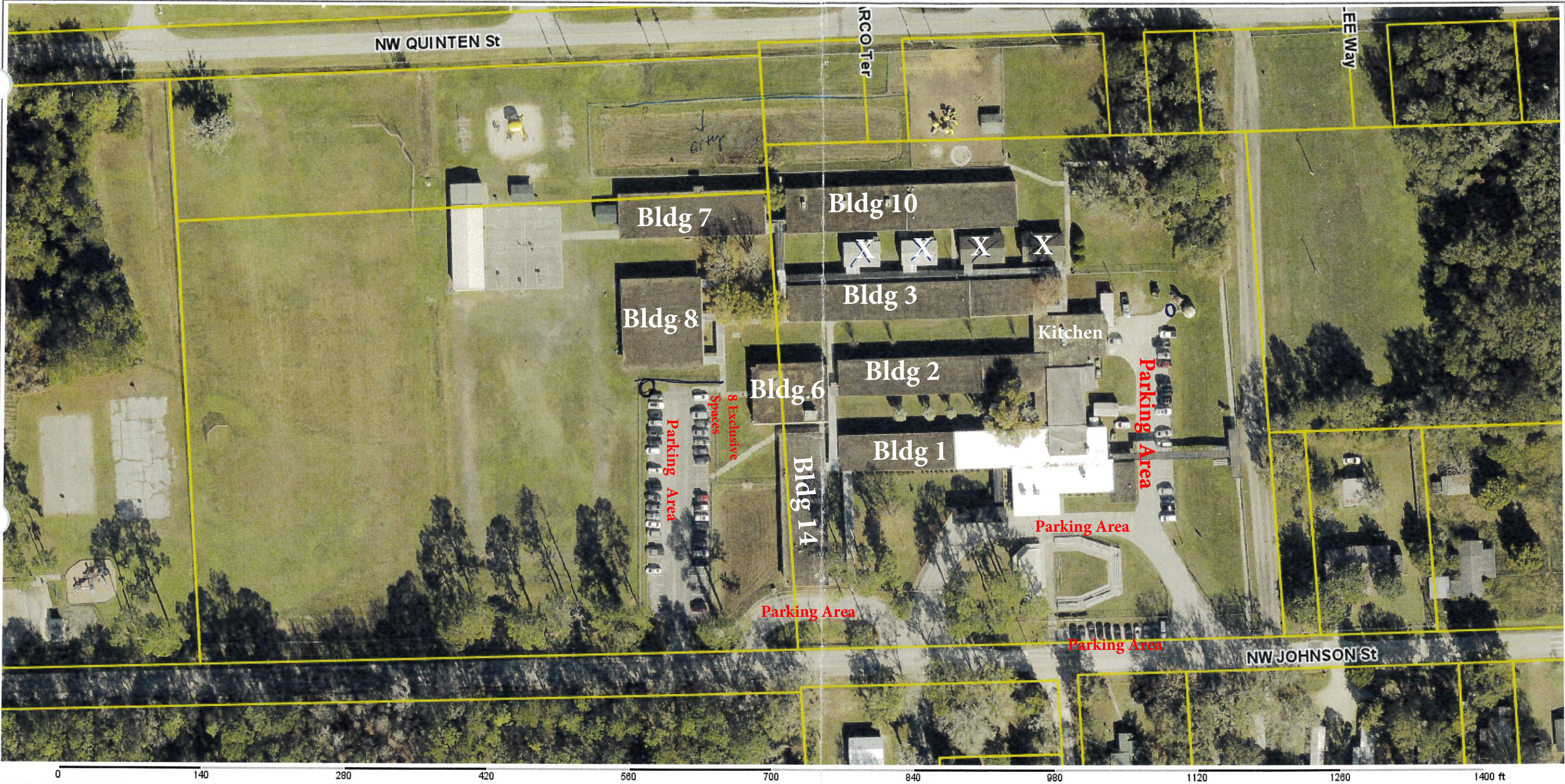
Notary Public, State of Florida

(Print/type name)

My Commission Expires: _____

Lessee Initials: _____

Lessor Initials: _____



Columbia County Property Appraiser
Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 19-3S-17-05098-000 (48060) | MUNICIPAL VAC (8089) | 15.93 AC
COMM SE COR OF NE1/4, N 905.38 FT TO N R/W OF NW JOHNSON ST & POB, W 587.03 FT, N 433.87 FT, E 582.53 FT TO E LINE OF SEC, S 448.65 FT TO POB & COMM S

CITY OF LAKE CITY, FLORIDA
Owner: 205 S MARION AVE
LAKE CITY, FL 32055
Site: 371 NW JOHNSON ST, LAKE CITY
Sales Info: 5/15/2026 \$0 I (U)

Mkt Lnd	\$159,300
Ag Lnd	\$0
Bldg	\$0
XFOB	\$0
Just	\$159,300

2026 Working Values

Appraised	\$159,300
Assessed	\$159,300
Exempt	\$159,300
Total	
Taxable	

county:\$0 city:\$0
other:\$0 school:\$0

NOTES:

**Exhibit A to Lease Agreement
between City of Lake City, Florida
and Suwannee Valley
Community Coordinated Child
Care, Inc.**

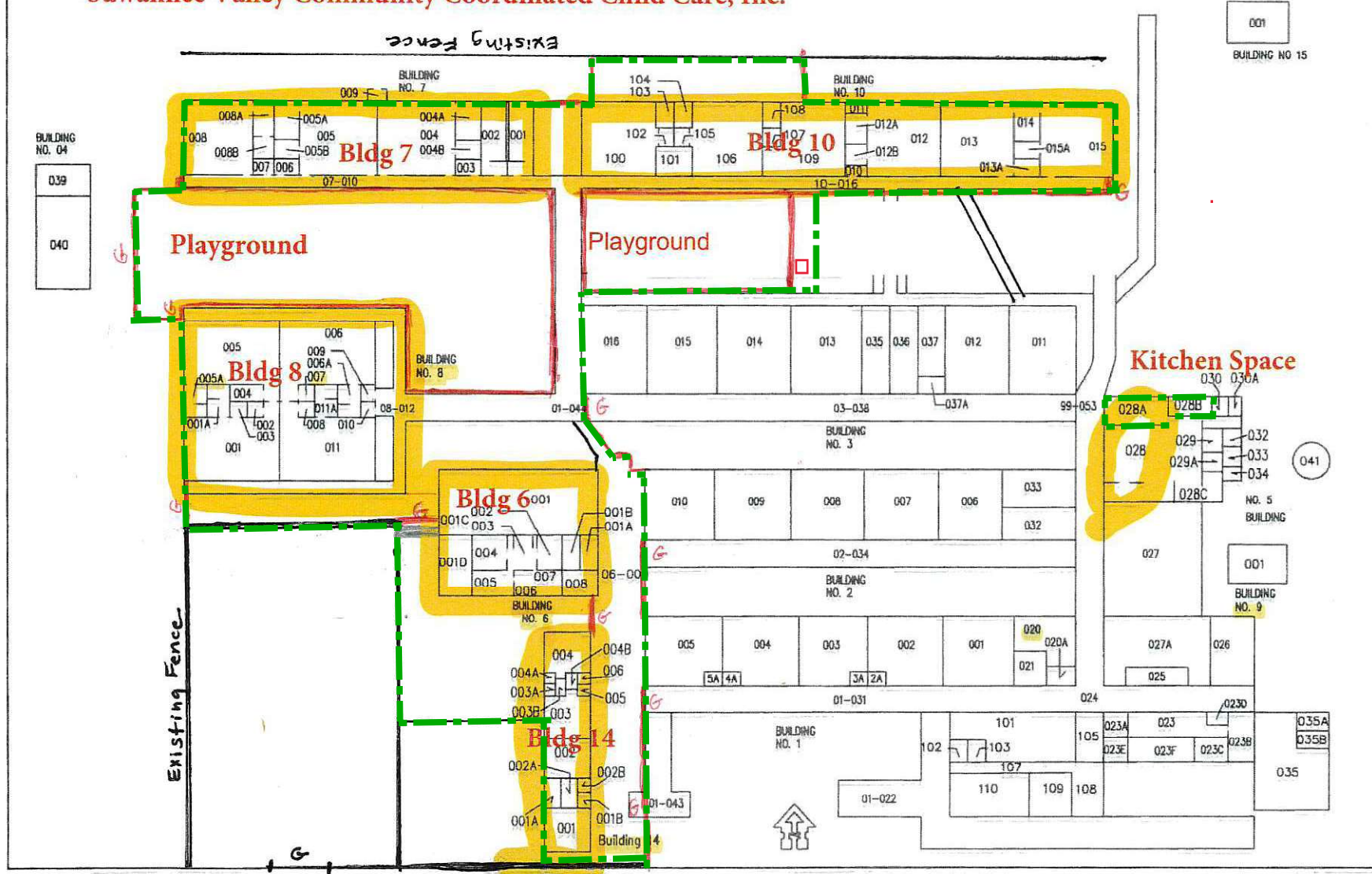
Columbia County, FL

The information presented on this website was derived from data which was compiled by the Columbia County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 8/6/2026 and may not reflect the data currently on file at our office.

GrizzlyLogic.com

- 40-spaces

**EXHIBIT B to Lease Agreement between City of Lake City, Florida and
Suwannee Valley Community Coordinated Child Care, Inc.**



COLUMBIA COUNTY
SCHOOL SYSTEM

FIVE POINTS ELEMENTARY

MAY 21

ADMIN. UNIT
0005

PARCEL NO.
007

All Parking Area shown on Exhibit A.

New Fencing is drawn in red ink. A portion of the existing fence is drawn in black ink.

--- Denotes enclosed Leased Premises

EXHIBIT TO RESOLUTION