

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2020, by and between **USHER FAMILY TRUST**, P.O. Box 843, Chiefland, FL 32644-0843, hereinafter referred to as "Lessor," and **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32626, hereinafter referred to as Lessee:

WITNESSETH:

WHEREAS, on October 21, 1979, Lessee and Lessor's predecessor in interest, E. T. Usher, entered into a Lease Agreement, recorded in O.R. Book 150, Page 326, of the Official Records of Levy County, Florida (herein the "prior Lease Agreement"), for the property described as follows:

A parcel of land measuring 209 feet by 209 feet located and situated in the SW corner of the E ½ of the SW ¼ of Section 35, Township 11 South, Range 14 East, lying North of the Northerly right-of-way of State Road 345, Levy County, Florida (herein the "Premises"); and

WHEREAS, Lessor, as E. T. Usher's successor in interest and the current owner of the Premises, desires to terminate the prior Lease Agreement and lease the Premises to Lessee as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. The prior Lease Agreement is hereby terminated and of no further force and effect.
2. Lessor does hereby lease the Premises to Lessee.
3. The term of this Lease Agreement begins on the day and year first above written and will continue until terminated by either party as provided herein.
4. In the event either party desires to terminate this Lease Agreement, the party desiring termination agrees to provide six (6) months' written notice of its intent to terminate to the other party. In the event of termination by either party, Lessee shall vacate the Premises within said six (6) month notice period and deliver the Premises to Lessor in as good condition as they are now (ordinary wear, decay, and damage by the elements only excepted).

5. Lessee covenants and agrees to use the Premises for the sole purpose of a polling place for conduct of elections required to be conducted by the Levy County Supervisor of Elections.

6. The parties acknowledge that Lessee was allowed to, and did, erect a building on the Premises according to the terms of the prior Lease Agreement, and that such building has been used as a polling place for elections in Levy County. Lessor agrees that Lessee will be allowed to continue to maintain the building on the Premises for use as a polling place as provided herein, and to conduct repairs, maintenance and expansions to such building.

7. Lessee agrees to make no unlawful, improper, or offensive use of the Premises and not to assign this Lease Agreement or to sublet any part of the Premises without the written consent of the Lessor.

IN WITNESS WHEREOF we have hereunto set our hands and seals as of the day and year set forth above.

Witness

Lynetta Usher Griner, Trustee, Usher Family Trust

Witness

Witness

Karen Usher White, Trustee, Usher Family Trust

Witness

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Lynetta Usher Griner, Trustee of Usher Family Trust, who is _____ personally known to me, or _____ who provided _____ as identification.

My Commission Expires:

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Karen Usher White, Trustee of Usher Family Trust, who is _____ personally known to me, or _____ who provided _____ as identification.

My Commission Expires:

Notary Public

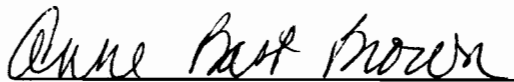
**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

Matt Brooks, Chair

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

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LR2019-041