

**LEASE**

THIS LEASE, made this 10<sup>th</sup> day of March, 2014, between TOWN OF FANNING SPRINGS, a Florida municipal corporation, hereinafter called "Lessor", and LEVY COUNTY, a political subdivision of the State of Florida, hereinafter called "Lessee", which terms "Lessor" and "Lessee" shall include, wherever the context admits or requires, singular or plural, and the legal representatives, successors, and assigns of the respective parties.

**RECITALS**

WHEREAS, Lessee desires to lease property from Lessor in order to erect a public safety facility on property owned by Lessor and Lessor desires to lease such property to Lessee; and

WHEREAS, Lessee is authorized to enter into this lease pursuant to home rule powers granted by the Constitution of the State of Florida, and Sections 125.031, 125.01(1)(d), 125.01(1)(e), 125.01(1)(p), 125.01(1)(w), Fla. Stat.; and

WHEREAS, Lessor is authorized to enter into this lease pursuant to powers granted by Chapter 166, Fla. Stat.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **LEASE OF PREMISES:** Lessor does hereby lease and demise unto said Lessee and the Lessee hereby agrees to take and lease from the Lessor, for the term hereinafter specified, the following described property:

A 35' X 90' portion of Lot 49, Block A, SUWANNEE RIVER ESTATES SUBDIVISION, according to the plat thereof on file and record at Plat Book 2, Page 58, in the Office of the Clerk of the Circuit Court of Levy County, Florida, situated to the north of the existing Town Hall facility and the south of the existing water tower, as depicted on the sketch attached as Exhibit "A" which is attached hereto and incorporate herein by this reference (hereinafter referred to as the "premises" or the "property");

for Lessee to have and to hold as hereinafter provided for a term of ninety-nine (99) years commencing with the date of execution of this lease.

Lessor also hereby grants and demises unto Lessee an easement over and across Lot 49, Block A, SUWANNEE RIVER ESTATES SUBDIVISION, according to the plat thereof on file and recorded in Plat Book 2, Page 58, in the Office of the Clerk of the Circuit Court of Levy County, Florida, to provide Lessee ingress and egress to and from the premises necessary for improvements and maintenance to the premises and necessary for Lessee's use of the premises contemplated by this lease.

2. **RENTAL:** As payment for rent during said term, Lessee shall pay the sum of One Dollar (\$1.00) per year for said period. Said sum to become payable upon execution of this lease agreement or at the beginning of each year of this lease, at the option of the Lessee. Said sum shall be paid from funds of Lessee other than ad valorem taxes. Either party may terminate this lease prior to the expiration of said term,

without cause, upon ninety (90) days' written notice to the other party.

3. USE: Lessee herein shall be allowed to use the property for the purpose of constructing or erecting and operating a public safety facility as a part of the Levy County Department of Public Safety, to house Department of Public Safety employees working shifts 24 hours per day, and any and all related uses (herein "public safety facility"). Lessor certifies that the proposed use as a public safety facility complies with its land use and zoning laws and regulations.

Lessee, at all times, shall fully and promptly comply with all ordinances and regulations of every lawful authority having jurisdiction of the premises, as such relate to the cleanliness and use of the premises and to the construction or erection of a public safety facility on the premises.

4. MAINTENANCE: Lessee agrees to keep the premises in as good condition as of the date of execution of this lease, reasonable wear and tear excepted, and to maintain the public safety facility in safe and sound condition, consistent with applicable codes.

5. WASTE: Lessee will not make or suffer any waste of the premises or permit anything to be done upon the premises creating a nuisance thereon, and Lessee further agrees to permit the Lessor or its agent at all reasonable times and with prior notice to Lessee to enter upon the premises to inspect the same, or to post any notice provided for by law, or otherwise to protect any and all rights of Lessor; and there shall be no liability against Lessor for damages thereby sustained by Lessee. Nothing herein contained shall be construed to obligate Lessor to make any changes, alterations or repairs to the premises.

6. UTILITIES: Lessor shall provide initial connection of water and wastewater services to the premises for the public safety facility, and Lessee shall not be responsible to pay any water or wastewater connection fees associated therewith. Lessee shall arrange for all electrical and other utilities to be provided to the premises for the public safety facility. After initial connection of all utilities to the premises for the public safety facility, Lessee shall pay for all water, wastewater, electrical, heat, and any and all other utilities used or consumed by Lessee on the premises.

7. TAXES: The parties acknowledge that the premises are anticipated to be exempt from taxation due to the governmental use of the premises. In the event that Lessee discontinues the governmental use of the premises during the term of this lease, and subjects the premises to taxation, Lessee agrees to pay and be held liable for such taxes and Lessee shall pay same in a timely manner.

8. INSURANCE: Lessee agrees to purchase and maintain liability insurance and fire and casualty insurance, in a sufficient amount to hold Lessor harmless from any claims which may arise from any damage or injuries received on the premises during the term of this lease, or for losses due to fire, storm or theft. Lessee agrees to furnish Lessor with a copy of said liability insurance and fire and casualty insurance policies upon demand. In the alternative to purchasing and maintaining such insurance policies, at Lessee's sole discretion, Lessee shall protect the premises from liability, fire and casualty claims through a self insurance program. Lessee shall advise Lessor and furnish evidence of any such self insurance program.

9. ALTERATIONS AND IMPROVEMENTS: Lessee, at its own expense, may have the premises

surveyed and will construct or erect a 28' X 80' mobile home to comprise the public safety facility to house Levy County Department of Public Safety employees working shifts 24 hours per day without further consent by Lessor. Lessee, at its own expense, may construct other improvements to the premises with the consent of the Lessor, which consent shall not be unreasonably withheld. Nothing herein contained shall be construed as consent on the part of Lessor to subject the estate of Lessor to liability under the Mechanic's Lien Law of the State of Florida, it being expressly understood that Lessor's estate shall not be subject to such liability. Lessee shall take responsibility for all valid liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for Lessee upon the premises during said term, and agrees not to suffer any such lien or other lien to be created. The public safety facility shall belong to Lessee and shall be removed by Lessee at the termination or expiration of this lease. In the event Lessee does not remove the public safety facility within ninety (90) days after the expiration or termination of this lease, the public safety facility shall become the property of Lessor.

10. ASSIGNMENT AND SUB-LETTING: Lessee shall not assign this lease or any interest therein, nor sub-let the premises, without first obtaining the prior written consent of Lessor, which consent may be withheld for any reason in Lessor's complete discretion.

11. DEFAULT: In the event Lessee should fail to keep or shall violate any condition, stipulation or agreement herein contained, on the part of Lessee to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) days after Lessee shall have received written notice by certified or registered mail at its address hereinafter designated from Lessor to cure such violation or failure, then, in any such event, Lessor, at its option, may terminate this lease. However, a default shall be deemed cured if Lessee in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

12. QUIET ENJOYMENT: Lessor covenants that Lessee, on performing the covenants and conditions contained in this lease, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

13. WARRANTIES: (a) Condemnation. To the best of Lessor's knowledge, information and belief, there is not now pending any condemnation, requisition, or similar proceeding affecting the premises or any portion thereof. Lessor warrants that it has received no notice of any such proceeding.

(b) Mechanic's Liens. Lessor warrants that all work performed or in progress at the premises or any portion thereof, or on any buildings, fixtures, or appurtenances thereto, have been fully paid for and there is no work which though not presently the subject of a lien might give rise to mechanic's, materialmen's, or other liens against Lessor's interest in the premises or any portion thereof or any improvements hereafter erected thereon.

(c) No Notice. Lessor, to best of its knowledge, information and belief has received no written notice from any governmental official or governmental agency having jurisdiction that any portion of the

premises or its present use violates any applicable zoning or building law, rule or regulation, nor is Lessor aware of any such violation of any applicable law, rule or regulation.

(d) Environmental Conditions. Lessor warrants to Lessee that to the best of Lessor's knowledge, information and belief, the premises has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials.

14. COSTS OF SUIT: If legal action shall be brought by either of the parties hereto for the unlawful detainer of the premises or for breach of any term, covenant or provision hereof, each party shall be responsible for its own costs and attorney fees.

15. NOTICES: All notices required to be given to Lessor hereunder shall be sent by registered or certified mail to Mayor, Town of Fanning Springs, 17651 NW 90<sup>th</sup> Ct., Fanning Springs, FL 32693, with a copy to City Clerk, at 17651 NW 90<sup>th</sup> Ct., Fanning Springs, FL 32693 or to such other address as Lessor may direct from time to time by written notice forwarded to Lessee by registered or certified mail.

All notices required to be given to Lessee shall be sent by registered or certified mail to Lessee at P.O. Box 310, Bronson, FL 32621-0310, Attn: County Coordinator or Chief Executive Officer of County, with a copy to P.O. Box 448, Bronson, FL 32621, Attn: Director, Department of Public Safety, or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

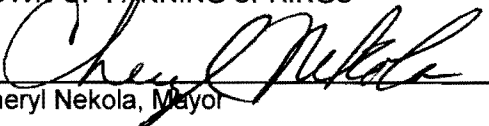
16. END OF TENANCY: Lessee will yield up the premises at the termination of the tenancy in as good a condition as the same is at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation, and appropriation by eminent domain excepted, and also excepting any damage, disrepair and other condition that the Lessor is obligated hereunder to repair or correct. Lessee shall remove the public safety facility within ninety (90) days of the end of the tenancy and restore the premises to as good a condition as at the beginning of Lessee's occupancy, reasonable wear and tear excepted. If Lessee does not remove the public safety facility within such 90-day period, the public safety facility shall become the property of Lessor.

17. BENEFIT: This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

18. GOVERNING LAW: This lease shall be applied and construed in accordance with the laws of the State of Florida. Venue for any action arising from this lease shall be Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate the day and year first above written.


TOWN OF FANNING SPRINGS

  
Cheryl Nekola, Mayor

ATTEST:

  
Sheila Watson, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Conrad C. Bishop, Jr., Town Attorney

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

  
Ryan Bell, County Coordinator *Chairman*

ATTEST:

  
Danny Shipp, Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Anne Bast Brown, County Attorney

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