

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into effective _____, 2024 (the “Effective Date”), between the following (each a “Party” and collectively the “Parties”):

- **District Board of Trustees of the College of Central Florida**, a Political Subdivision of the State of Florida (“Landlord”); and
- **Marion County**, a Political Subdivision of the State of Florida (“Tenant”).

In consideration of the mutual promises set forth herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. **Lease of Premises.** Landlord leases to the Tenant, and the Tenant leases from Landlord, the real property in Marion County, Florida, described in the attached **Exhibit A**, including the building historically known as the Pioneer Garden Club and adjacent parking lot depicted thereon (the “Premises”).
2. **Term.**
 - 2.1. Term. The initial term (“Initial Term”) of this Lease is twenty (20) years beginning on the Effective Date and ending at 5:00 pm on the tenth anniversary of the Effective Date.
 - 2.2. Extension. So long as Tenant is not in default at the time of exercising the extension, this Lease may be extended for two (2) additional ten (10) year terms (each an “Additional Term” and collectively with the Initial Term, the “Term”) upon the agreement of both parties.
3. **Monthly Rent.**
 - 3.1. Base Rent. Tenant shall pay Landlord One and 00/100 Dollar (\$1.00) per month (“Base Rent”) on the first of each month during the Term of the Lease.
 - 3.2. Additional Rent. In addition to Base Rent, all other payments that Tenant is obligated to make under this Lease are considered additional rent. (“Additional Rent”).
 - 3.3. Goodwill; Promotion of Arts and Education. In addition to the foregoing, the parties shall collaborate to promote the arts, the Appleton Museum of Art, and higher education among Marion County employees visiting the Premises, which may include including art installations provided by the Landlord within the Premises.
 - 3.4. Location. Base Rent and/or Additional Rent (collectively “Rent”) shall be paid via check and mailed to the address for Landlord in paragraph 13.4.
4. **Additional Payments and Obligations.**
 - 4.1. Utility or Service Charges.
 - 4.1.1. Tenant agrees to pay all charges for gas, electricity, heating, air conditioning, water, trash removal, sewer, cable, telephone service, internet service, and all other utilities attributed to the Premises.

- 4.1.2. Landlord agrees to permit Tenant to place the utilities in Tenant's name for billing purposes. Tenant shall establish accounts with the appropriate utility providers, ensure timely payment of all utility bills directly to the utility companies, and shall hold Landlord harmless from any liability related to the non-payment or late payment of such utilities.
- 4.1.3. Landlord shall not be liable for full or partial stoppage or interruption of the above services or utilities.
- 4.2. Sales and Use Taxes. Tenant represents and warrants to Landlord that Tenant is exempt from the payment of sales taxes on Base Rent pursuant to Section 212.08(6), Florida Statutes. Thus, no sales taxes shall be due upon any rent paid by Tenant hereunder.
- 4.3. Ad Valorem Taxes. The Parties recognize that both Parties are tax-exempt organizations and no Ad Valorem Taxes are presently anticipated. Tenant represents and warrants to Landlord that Tenant is exempt from Ad Valorem Taxes and that Tenant will only use the Premises for purposes which will allow the Premises to maintain its tax exempt status pursuant to Section 196.199, Florida Statutes. If Tenant's use and/or occupancy of the Premises causes the Premises to lose its exempt status under Section 196.199, F.S., Tenant shall be responsible for the payment of such taxes.
- 4.4. Amounts Advanced by Landlord. Any amount advanced by Landlord pursuant to the terms and provisions of this Lease shall be repaid to Landlord by Tenant by the first of the calendar month following the date of such advance unless otherwise specifically provided in this Lease. Any unpaid amount shall accrue interest at the highest rate allowable under Florida Law beginning the tenth (10th) day after such payment is due and remains unpaid. No notice shall be required for such interest to begin accruing.

5. Use of Premises.

- 5.1. Use. During the Term, Tenant shall use the Premises solely as an employee health clinic providing occupational and personal health services to employees of the Marion County Board of County Commissioners, Marion County Clerk of Court, Marion County Tax Collector, Marion County Supervisor of Elections, Marion County Property Appraiser, Marion County Hospital District, and the Marion County Sheriff's Office.
- 5.2. Operating Hours. Tenant's initial operating hours on the Premises will be Monday through Friday, 7:00 a.m. to 6:00 p.m. Tenant's future operations may expand to evening after hours and weekends, as needed, in coordination with Landlord's events.
- 5.3. Shared Use of Parking Lot. During the Operating Hours stated above, Tenant shall have exclusive use of the parking spaces within the Premises to accommodate Tenant's employees, representatives, contractors and invitees, as depicted in the aerial photo of the Premises, attached hereto and made a part hereof as Exhibit C. Outside of the Operating Hours, Tenant acknowledges and agrees that the parking lot on the Premises shall be shared with Landlord and the public for guests of the Appleton Museum of Art. Specifically, parking spaces within the Premises will be used on a first-come, first-served basis and may be utilized by patrons of the Appleton Museum for special events occurring outside of the Operating Hours specified in the foregoing paragraph. For example, this includes a monthly "First Saturdays" event on the first Saturday of each month, when it is anticipated that Appleton Museum visitors may make use of the parking spaces within the Premises.
- 5.4. Specific Matters Concerning Parking and Use of Drive Aisles.

- 5.4.1. Tenant shall not permit stacking of vehicles (including but not limited to fire trucks or ambulances) in parking lots or drive aisles in a manner that prevents the ordinary flow of traffic to the leased Premises or Appleton Museum of Art.
- 5.4.2. Tenant may improve the entrance and driveway providing access to the Premises from the main Appleton Museum of Art driveway following Landlord's approval pursuant to Section 6.3.
- 5.5. Compliance with Law. Tenant agrees that no business shall be permitted or conducted on the premises, nor any act done or permitted to be done that in any manner that conflicts with any applicable law or regulation of the City of Ocala, Marion County, the State of Florida, the United States or any department, bureau or agency thereof. The Tenant can only use the Premises for other purposes, other than that stated in paragraph 5.1, if mutually agreed in writing by the Parties.
- 5.6. Nuisance and Waste. Tenant will not do or suffer to be done in or upon the Premises any act or thing which creates a nuisance or waste to the Premises.
- 6. **Condition of Premises.**
 - 6.1. Tenant's Acceptance of Premises. Tenant acknowledges that it has had a full and complete opportunity to inspect the Premises and hereby accepts the Premises in the condition they are in on the Effective Date, with the exception of latent defects in the Premises which Tenant would not normally discover during a reasonable inspection.
 - 6.2. AS IS. Except as provided in paragraph 6.1 herein. Landlord is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the Premises, including, but not limited to, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuation, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Premises including, without limitation: (a) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises, (b) the manner or quality of the construction or materials incorporated into any part of the Premises, and (c) the manner, quality, state of repair, or lack of repair of the Premises. Tenant agrees that with respect to the Premises, Tenant has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Landlord or any agent of Landlord. Tenant represents that it is relying solely on its own expertise and that of Tenant's consultants, and that Tenant has conducted such inspections and investigations of the Premises, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same, and, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, which may not have been revealed by Tenant's inspections and investigations. Landlord is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant, or other person, unless the same are specifically set forth or referred to in this Lease. WITH THE EXCEPTION OF LATENT DEFECTS, TENANT ACKNOWLEDGES AND AGREES THAT TENANT ACCEPTS THE PREMISES "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN) COLLATERAL TO OR AFFECTING THE PREMISES BY LANDLORD, ANY AGENT OF LANDLORD OR ANY THIRD PARTY ACTING FOR ON BEHALF OF LANDLORD.
 - 6.3. Alteration Of Premises.

- 6.3.1. Tenant shall not make any alterations or additions to exterior Premises, nor make any contract therefore, without first procuring Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed, and delivering to Landlord the plans, specifications, names, and addresses of contractors, copies of proposed contracts and necessary permits, all in form and substance satisfactory to Landlord; and furnishing indemnification against liens, costs, damages, and expenses as may be required by Landlord.
- 6.3.2. All alterations or additions contemplated herein shall comply with all federal, state or local laws, ordinances and regulations. Tenant shall make any necessary improvements, additions or alterations to the building on the Premises to comply with the regulations of the American Disabilities Act at Tenant's sole expense.
- 6.3.3. All alterations, additions, improvements, and fixtures which may be made or installed by Landlord or Tenant upon Premises, shall be Landlord's property and shall remain upon and be surrendered with Premises as a part thereof, without disturbance, molestation or injury at the Lease termination, whether by lapse of time or otherwise; all without compensation or credit to Tenant, provided however; if prior to termination, or within ten (10) days thereafter, Landlord directs Tenant to remove all or portions of Tenant's improvements by written notice to Tenant, Tenant shall promptly, within ten (10) days after request by Landlord, remove additions, improvements, fixtures, and installations which were placed on the Premises by Tenant, and which are designated in said notice, in addition to the repair of any damage occasioned by such removals and repair or reconstruction of Premises to the same or better condition than when originally occupied by Tenant. In default thereof, Landlord may make said removals and repairs and Tenant will pay to Landlord, on demand, the cost thereof with interest at the rate of eighteen percent (18%) per annum, from the date of such removal by Landlord until total amount due is actually received by Landlord.

6.4. Obligation to Maintain.

- 6.4.1. Landlord shall not be required to make any repairs, replacements, or improvements of any kind upon Premises.
- 6.4.2. Tenant shall, at Tenant's own cost and expense, maintain, take good care of, and make necessary repairs or replacements to the Property and the Premises, and all fixtures and equipment therein and appurtenances thereto, including the exterior and interior windows, doors, entrances, store fronts, signs, showcases, floor covering, interior walls, columns and partitions, lighting, HVAC, plumbing, sewage facilities, landscaping, lighting, parking and drive areas, stormwater management, water retention areas, signage, painting, sprinkler systems and all other parts of the Premises and Property. Tenant agrees to keep and maintain in good condition the electrical equipment, heating and air conditioning equipment, and fire sprinkler system and provide a copy of maintenance agreement to Landlord. Said maintenance contract shall be between Tenant and a maintenance company acceptable to Landlord, should Tenant be unable to maintain such equipment through its own Maintenance Department. **AIR CONDITIONING FILTERS MUST BE REPLACED MONTHLY.** Tenant shall maintain in the Premises during the entire Lease Term, not less than the minimum number of fire extinguishers required by law and Tenant shall inspect and maintain all such fire extinguishers on an annual basis.

- 6.4.3. Tenant shall maintain landscaping on the Premises in a manner consistent with Landlord's maintenance of the parent parcel and Appleton Museum of Art premises.
- 6.5. Safety. Tenant is responsible at all times for precaution to periodically inspect and keep and maintain the Premises free of hazardous conditions, Tenant shall be obligated to provide immediate notification to Landlord of any detection of hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. NFPA, OSHA and all other applicable safety Laws and ordinances shall be followed, as well as American National Standards Institute Safety Standards. All spills, accidents, injuries or claims or potential claims shall be reported promptly to Landlord.
- 6.6. Condition at End of Term. At the earlier of the expiration of the Term or the termination of this Lease, the Tenant will vacate the Premises and will surrender it to Landlord in the same condition in which it currently exists, or, if the tenant improvements identified in paragraph 7 are completed, the condition in which the Premises exists immediately after completion of such improvements, ordinary wear and tear excepted. Notwithstanding the foregoing, all buildings, structures, and fixtures of every kind now existing or erected, installed, or placed on the Premises during the Term shall, at the expiration of the Term or earlier termination of this Lease, be left by Tenant in good condition and repair, ordinary wear and damage by the elements excepted. Non-fixture items owned by the Tenant at the expiration of the Term or earlier termination of this Lease shall continue to be owned Tenant, and at the time of such expiration or earlier termination, Tenant may at its option, remove all such items and repair any damage to the Premises caused by the removal of any such items shall be repaired forthwith at its sole expense.

7. **Tenant Improvements.**

- 7.1. Generally. Tenant will cause improvements (the "Tenant Improvements") to the Premises to be made or constructed pursuant to the plans and specifications attached hereto as **Exhibit B**, including but not limited to the following:
- 7.1.1. Build out of the interior of the building on the Premises ("Building") to suit the Tenant's use of the Premises as an employee health clinic;
- 7.1.2. Improvements to the driveway entrance of the Premises to accommodate larger vehicles, including fire truck entry.
- 7.1.3. Installation of a new roof on the Building; and
- 7.1.4. Installation of a new HVAC system for the Building.
- 7.2. Time Frame; Deadlines.
- 7.2.1. Prior to commencing construction of the Tenant Improvements, Tenant shall enter into a contract (the "Construction Contract") with a Florida-licensed contractor ("Contractor") and obtain a building permit(s) to construct the Tenant Improvements.
- 7.2.2. Tenant shall commence construction of the Tenant Improvements within ninety (90) days of the Effective Date. Provided however, that Landlord shall remove all items of Landlord's personal property currently in the Premises, within thirty (30) days of the Effective Date.

- 7.2.3. Construction will proceed with all due diligence and skill until it is completed. In no event shall Tenant complete construction of the Tenant Improvements later than one (1) year after the Effective Date. Construction shall be deemed completed when the City, or other relevant governmental authority, issues a final certificate of occupancy for the Tenant Improvements.
- 7.3. Tenant's Payment of Construction Costs. Tenant shall pay all costs and expenses associated with the Tenant Improvements, including all amounts owed under the Construction Contract.
 - 7.3.1. Payment of Site Improvements. Except as stated herein, all site improvements, including but not limited to minimum landscaping requirements, site access, and storm water, will be at the expense of Tenant and will be installed in accordance with the approved site plan for the development.
 - 7.3.2. Except as provided in paragraph 6.4.3. herein, Tenant's landscaping obligations shall be limited to minimum landscaping requirements, which shall consist of those which Ocala Code of Ordinances (Ch. 118 and Ch. 122) require and those which Tenant decides in its discretion to install.
- 7.4. College Approval. Pursuant to Section 6.3.1., Tenant must obtain Landlord approval prior to performing any Tenant Improvements. Such approval shall not be unreasonably withheld, conditioned or delayed.

8. **Insurance.**

- 8.1. Sovereign Immunity. The Parties acknowledge that they are both protected by Sovereign Immunity provided within Section 768.28, Florida Statutes. Accordingly, Tenant agrees to provide the proof of the following coverage(s):
 - 8.1.1. Property Insurance. Tenant agrees to add the Building to Tenant's property schedule and insure the Building and its contents, listing Landlord as an additional insured. Should the Lease terminate, Tenant reserves the right to remove the Building from its property schedules and discontinue Property and General Liability coverage for this structure.
 - 8.1.2. General Liability. Tenant agrees provide proof of coverage for the Premises allowable under Section 768.28, Florida Statute, related to general liability or premises liability, listing Landlord as an additional insured.
 - 8.1.3. Worker's Compensation. Tenant shall provide proof of Workers' Compensation coverage within Florida Statute 440 for its employees.
- 8.2. Liability. Tenant agrees that Landlord shall not be held responsible or liable to Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises, or the acts or omissions of Tenant, its employees, clients, invitees, licensees or others or by catastrophe.
- 8.3. Prohibited Conduct Effecting Insurance. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate Tenant's business, in any manner that causes any insurance carriers to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for

the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises.

- 8.4. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Tenant. Landlord does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities but are merely the minimums. No insurance is provided by Landlord under this Lease to cover Tenant or its contractors or sub-contractors.
- 8.5. Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or any one claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties covered by the insurance on the Premises, even if such fire or other casualty shall have been caused by the fault or negligence of the other Party or anyone for whom such Party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right to the releasor to recover thereunder.
- 8.6. Failure to Provide Insurance. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Lease, Landlord may procure same from such insurance carriers as Landlord may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as Additional Rent, upon demand of Landlord, any and all premiums, costs, charges and expenses incurred or expended by Landlord in obtaining such insurance. Notwithstanding the foregoing sentence, in the event Landlord shall procure insurance coverage required of Tenant hereunder, Landlord shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by Landlord shall not relieve Tenant of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold Landlord harmless from any loss or damage incurred or suffered by Landlord from Tenant's failure to maintain such insurance.
- 8.7. Safety/Environmental. Tenant is responsible at all times for precautions to achieve the protection of all persons including employees, and property.
- 8.8. Tenant's Own Insurance. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance.

9. **Mutual Indemnification.**

- 9.1. Notwithstanding anything to the contrary set forth in the Lease Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Lease Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Lease Agreement by such Party, its officers, board members, agents, representatives or employees.

- 9.2. Survival. The mutual grant of indemnification hereby survives expiration of this Lease.
- 9.3. No Waiver. This Section shall not be construed in any way to alter Tenant's waiver of sovereign immunity, or the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require Tenant to indemnify or insure Landlord's negligence.
10. **Liens on Premises.** The Tenant shall not subject the Landlord's interest or estate to any liability under any construction or other lien law. No provisions of this Lease may be construed as to imply that the Landlord has consented to the Tenant incurring such a lien. If any construction lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for the Tenant or any person holding through or under the Tenant, the Tenant must cause that lien to be canceled and discharged of record, or transferred to security pursuant to Section 713.24, Florida Statutes, within thirty (30) days after the Landlord gives notice to the Tenant. If Tenant fails to do so, Landlord may satisfy the lien after giving notice to the Tenant as provided in this paragraph and without limiting the Landlord's rights or remedies under this Lease. The Tenant shall then promptly reimburse the Landlord for any amounts expended to satisfy the lien and for any expenses incurred in connection with that satisfaction. The Tenant has no right of setoff against the Landlord under this paragraph.
11. **Default by Tenant.**
- 11.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), Landlord shall have any and all rights and remedies hereinafter set forth.
- 11.1.1. If Tenant should fail to pay Rent when it becomes due and such failure continues for three (3) days after Landlord provides Tenant with written notice of such failure.
- 11.1.2. If Tenant violates any other term, condition or covenant herein on the part of Tenant to be performed and such failure continues for fifteen (15) days after Landlord provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within fifteen (15) days, Tenant will have such additional time as may be required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing:
- a. If Tenant has previously defaulted under a term, condition or covenant of this Lease and is provided with notice of and an opportunity to cure such breach, any subsequent breach of the same term, condition, or covenant within 12 months after the date of the previous notice from Landlord, shall constitute a breach of this Lease without further notice or opportunity to cure; and
- b. The failure to obtain insurance or provide proof thereof shall constitute an immediate default hereunder without the necessity of notice or an opportunity to cure.
- 11.1.3. In the event a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Tenant is adjudged a bankrupt;
- 11.1.4. In the event an assignment for the benefit of creditors is made by Tenant; or

- 11.1.5. In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such appointment.
- 11.1.6. In the event Tenant fails to maintain landscaping on the Premises in the ordinary course of its maintenance of the parent parcel and Appleton Museum of Art.

11.2. Landlord's Remedies.

- 11.2.1. If any Event of Default occurs, Landlord shall have the right, at the option of Landlord, to pursue one or more of the following remedies, in addition to all other remedies available at law or equity:
- a. Terminate this Lease and thereupon reenter and take possession of the Premises with legal process. Provided however, upon a default that results in the Tenant's surrender or eviction from the Premises, the Landlord agrees to mitigate its losses and use reasonable efforts to re-lease the demised Premises.
 - b. Without terminating this Lease, reenter and relet the Premises, or any part thereof, with legal process, or upon Tenant's voluntary surrender thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the Rents received on such reletting shall be applied:
 - 1). First, to the expenses of such reletting and collection including, but not limited to, necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid;
 - 2). Second, toward payment of all sums due or to become due Landlord hereunder; and
 - 3). Third, if a sufficient sum shall not be thus realized or secured to pay such sums and other charges due Landlord, then, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise.
 - 4). Nothing herein, however, shall be construed to require Landlord to reenter and relet in any event. Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a reletting of the Premises in excess of the Rent provided in this Lease.
 - c. Remove all or any part of Tenant's personal property or trade fixtures from the Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof whether in transport, storage or otherwise. Tenant hereby waives any claim against Landlord for loss, destruction and/or damage or injury that may be occasioned by any of the previously mentioned acts. In addition to any statutory lien granted to Landlord, this Lease shall be deemed and considered to grant Landlord a security interest in the previously mentioned items and Landlord shall have all the rights of a secured party under the Uniform Commercial Code.

- 11.2.2. No reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at all times thereafter elect to terminate this Lease for such previous default. Any such reentry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.
- 11.3. Landlord May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, Landlord may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse Landlord for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on Landlord nor waives any right of Landlord otherwise provided in this Lease.
12. **Default by Landlord.**
- 12.1. Landlord's Default. Landlord will be deemed in default of this Lease if Landlord fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty days after Tenant provides Landlord with written notice of such failure. If the default is one that cannot be cured within thirty days, Landlord will have such additional time as may be required so long as Landlord diligently pursues the remedy.
- 12.2. Remedies upon Landlord's Default. If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, terminate this Lease.
13. **Miscellaneous Provisions.**
- 13.1. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.
- 13.2. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

13.3. Notices.

- 13.3.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under this Lease shall be in writing and shall be mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this paragraph:

For Landlord: District Board of Trustees of the College Central Florida
c/o Office of the President
3001 SW College Road
Ocala, FL 34474

For Tenant: Marion County
c/o Office of the County Administrator
601 S.E. 25th Avenue
Ocala, FL 34471

- 13.3.2. Each such Communication shall be deemed delivered on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

13.4. Assignment and Sublease.

- 13.4.1. Tenant shall not assign, transfer, sublease, or otherwise convey any interest in this Lease or the Premises, whether voluntarily or by operation of law, without the prior written consent of Landlord, which consent shall be at Landlord’s reasonable discretion. Any attempted assignment, transfer, or sublease without such prior written consent shall be null and void and shall constitute a material breach of this Lease.

- 13.4.2. In the event that Landlord consents to any assignment, transfer, or sublease, such consent shall not release Tenant from its obligations under this Lease, and Tenant shall remain fully liable for the performance of all terms, conditions, and covenants contained herein. Any consent by Landlord to any one assignment, transfer, or sublease shall not constitute a waiver of the necessity of such consent to any subsequent assignment, transfer, or sublease.

- 13.5. Access by Landlord. Landlord and its agents shall have the right to enter the Premises at reasonable times and with reasonable notice to Tenant for the purposes of inspecting the Premises, making necessary or agreed repairs, alterations, or improvements, supplying necessary or agreed services, or exhibiting the Premises to prospective buyers, lenders, or tenants. In the event of an emergency, Landlord may enter the Premises without prior notice to Tenant.

- 13.6. Attorney’s Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which arises out of, concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney’s fees, court costs and all expenses even if not taxable as court costs,

incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

- 13.7. Signatures by Facsimile or Digital Execution. It is the intent and agreement of the parties hereto that the signatures to this Lease, or any subsequent amendment to this Lease, shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Lease, or any subsequent amendment to this Lease, because of the use of facsimile or digital copies and not originals in any litigation; all parties simply waive and relinquish any such defense.
- 13.8. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 13.9. Severability Clause. Provisions contained in this Lease that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 13.10. Waiver. A failure to assert any rights or remedies available to a party under the terms of this Lease, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Lease, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 13.11. Time.
- 13.11.1. Time is of the essence of all of the provisions and terms of this Lease.
- 13.11.2. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.
- 13.12. Entire Understanding. This Lease represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Lease may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Lease signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
- 13.13. Quiet Enjoyment. Landlord covenants that Tenant, subject to the terms, conditions and covenants contained herein, on paying rent and performing said covenants,

shall and may peacefully and quietly have, hold and enjoy the Premises for the term aforesaid.

- 13.14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease Agreement, for any failure or delay in fulfilling or performing any term of this Lease Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Lease Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Lease Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.
- 13.15. Exterior Signage. Subject to the terms, conditions and covenants contained herein, the prior approval of the relevant jurisdictional authorities and Landlord (which shall not be unreasonably withheld, conditioned or delayed) and Tenant complying with all Applicable Laws, Landlord hereby grants to Tenant the right, at Tenant's sole cost and expense, provided that Tenant is not in default under this Lease (beyond applicable notice and cure periods), to design, permit, install and maintain identifying signage on (i) the exterior of the Premises (the "Building Exterior Sign"), located on a mutually agreed upon corner of the building historically known as the Pioneer Garden Club, which signage shall be the maximum amount and size of signage permitted by applicable law, and (ii) an exclusive Building monument sign containing Tenant's name ("Monument Sign") to be located at a mutually agreed upon location at the public entrance driveway to the leased Premises off of NE 46th Court leading into Tenant's designated parking area.

INTENTIONAL PAGE BREAK – SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the parties have executed this Lease effective the Effective Date.

LANDLORD

DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA

By: _____
ROBERT E. DURRANCE, CHAIRMAN

Witness

Print Witness Name

Witness

Print Witness Name

TENANT

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

Witness

Print Witness Name

Witness

Print Witness Name

ATTEST:

GREGORY C. HARRELL
CLERK OF THE COURT

Approved as to form and legality

for: 

MATTHEW G. MINTER
COUNTY ATTORNEY

MICHELLE STONE, CHAIRMAN