

## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **Sarasota County Public Hospital Board**, a body corporate under the laws of the State of Florida, hereinafter referred to as "Hospital," and **The School Board of Sarasota County, Florida**, a body corporate under the laws of the State of Florida, hereinafter referred to as "School Board."

### WITNESSETH:

**WHEREAS**, Hospital has leased certain real property described on attached Exhibit A from School Board for use primarily as health care facilities and attendant purposes;

**WHEREAS**, the health care clinic on the leased premises is no longer in operation and the Hospital has no further use for the Property. The parties therefore wish to terminate the Lease.

**NOW, THEREFORE**, in consideration of the foregoing premises and in consideration of the covenants hereinafter contained, it is agreed between the parties as follows:

1. Landlord and Tenant hereby terminate the Lease effective as of January 8, 2013 ("Lease Termination Date"), with the same force and effect as if the term of the Lease was, by the terms and provisions thereof, fixed to expire on such date.
2. Lessor and Lessee hereby release one another from any and all obligations, damages, deposits, liabilities and duties arising out of or relating to the Lease accruing on or after the Termination Date. The provisions of Section 7 of the Lease entitled "Indemnification" shall survive with regard to claims or causes of action accruing prior to the Lease Termination Date.
3. This Lease Termination Agreement shall be binding upon the respective successors of the parties hereto. This Termination Agreement may be signed in counterparts.

IN WITNESS WHEREOF, this Lease Termination Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA

SARASOTA COUNTY PUBLIC  
HOSPITAL BOARD

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Approved as to form and content:

Approved as to form and content:

\_\_\_\_\_

\_\_\_\_\_

Matthews, Eastmoore, Hardy,  
Crauwels & Garcia,

Williams, Parker, Harrison,  
Dietz and Getzen,

General Counsel

General Counsel

TSC 510266.7

## **EXHIBIT A**

Lots 1 through 13, Block G, and Lots 1, 3, 5, and 7 Block E, New Harlem Subdivision as per plat thereof recorded in Plat Book 4, Page 54, Public Records of Sarasota County, Florida together with the vacated street lying between Lot 13 Block G and Lot 1 Block E.