

LEASE AGREEMENT

This Lease Agreement is made and entered into this ___ day of _____, 2007, between The School Board of Sarasota County, Florida, a body corporate existing under the law of the State of Florida (“Landlord”), and Sarasota County, a political subdivision of the State of Florida (“Tenant”).

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described land (the “Leasehold Premises”) situated in Sarasota County, Florida, generally depicted on Exhibit “A,” attached hereto and made a part hereof by reference.

1. Term: The initial term of this Lease Agreement shall be for a period of twenty (20) years commencing on July 1, 2007, and terminating on June 30, 2027, subject to extension as set forth in paragraph 6 below. That other certain Lease entered on June 30, 1992 and any extensions thereto, between the parties involving the lease of land for the Tenant’s Resource Conservation Learning Center (the “Center”) are extended to, and shall terminate on, December 31, 2007.

2. Use: Landlord hereby grants permission to Tenant to occupy the Leasehold Premises for the sole purpose of operating its Center, commonly known as “Florida House” including the installation, construction, operation and maintenance of a model house, together with attendant landscaping and walkways, which will incorporate sustainability features and practices such as water and energy conservation, solar power and hurricane protection and other environmentally sound construction techniques and practices. Tenant shall relocate an existing structure to the Leasehold Premises or construct a new model house on the Leasehold Premises at Tenant’s sole discretion and expense. Tenant shall be responsible for and shall bear the cost of all relocation fees, architect/engineering fees, building permits, inspection and related governmental fees. Tenant shall submit all plans and specifications for the relocation or construction of the model home to Landlord for approval prior to commencing any construction or relocation activity. Landlord shall not unreasonably withhold approval thereof. The completed model house will be used by Tenant solely as the Center to demonstrate to the community available sustainability practices such as: energy efficient, water conservation, and environmentally sound products and procedures which can be incorporated into new or existing homes. To promote acceptance by the community of the conservation features being displayed, and the concept of conservation in general, the model house will be staffed by Tenant, or sub-lessee referenced in Section 15, on a regular basis to provide demonstrations of the products and features and information on where they can be obtained.

The model house will be constructed in such a manner that it can be removed from the Leasehold Premises without damage to the model house or the Leasehold Premises. At no time shall the model house be considered as part of the Leasehold Premises, and shall hereafter be deemed the personal property of Tenant.

3. Rent and Consideration: Tenant shall pay Landlord one dollar (\$1.00) on the commencement of the Lease and on each anniversary thereof during the term of the Lease.

4. Access: Prior to August 1, 2007, Landlord agrees to allow Tenant reasonable ingress and egress over and across contiguous land owned by Landlord as may be necessary for the purpose of initial relocation, construction, operation/maintenance, and removal of the model house on the Leasehold

Premises. Ingress and egress shall be over existing roads, parking lots or over other roads that may be established by mutual agreement of Landlord and Tenant hereinafter or as identified on Exhibit "A" attached hereto. After August 1, 2007, unless otherwise agreed by the parties, tenant must use public roads in the event it wishes to relocate its model house. Landlord shall also allow access to water, sewer and electrical lines existing on Landlord's property, and shall allow drainage onto its property from the Leasehold Premises as may be required by governmental authorities having jurisdiction over the construction thereof. Tenant shall obtain the prior approval of Landlord to remove trees or landscaping in the relocation or construction of the model house.

5. Utilities at Tenant's Cost: Tenant shall be solely responsible for and shall promptly pay all charges made for water, gas, electricity, sewerage, telephone service, garbage and trash collection, and all other utilities used or furnished to the Leasehold Premises during the term hereof including connection fees and deposits, if required. Tenant shall have an electrical current meter installed at the Leasehold Premises, and the cost of such meter and of installation, maintenance and repair thereof shall be paid for solely by Tenant. Tenant shall have separate water and sewerage meters installed at the Leasehold Premises, and the cost of such meters and of installation, maintenance and repair thereof shall be paid for solely by Tenant.

6. Extensions: Provided that Tenant is not then in default under the terms of this Lease Agreement, the parties, upon mutual written agreement, shall have the option to renew the term of this Lease Agreement for consecutive five (5) year periods, subject to the same terms and conditions of this Lease Agreement.

7. Tenant's Maintenance: Tenant shall maintain the model house relocated to or constructed on the Leasehold Premises during the term hereof, including the roof, exterior walls and foundation, as well as the interior ceilings, walls, floors, plumbing, electrical and other fixtures, heating and air conditioning equipment, pipes, doors, windows and all glass, in a safe, clean, sightly and sanitary condition and in good and substantial repair in the same condition as they were at the time of relocation or construction thereof, reasonable wear and tear excepted. Tenant shall also maintain all equipment, pavement, driveways, landscaping and all exterior sewer, water and other utility lines located on the Leasehold Premises, or used in connection therewith, in a clean, safe and sightly condition, and in good and substantial repair, ordinary wear and tear excepted.

8. Notice: Any notice shall be in writing and shall be delivered by hand or by U.S. Mail, registered or certified, postage prepaid, addressed as follows:

As to Landlord: The School Board of
Sarasota County, Florida
1960 Landings Boulevard
Sarasota, FL 34231

As to Tenant: Sarasota County Cooperative
Extension Service
6700 Clark Road
Sarasota, FL 34239

9. Liability, Indemnity, Insurance, Property Loss and Damage: Landlord shall not be liable to Tenant or to any other person or persons for any damage to property or injury to persons occurring upon the Leasehold Premises from any cause whatsoever, including, but not limited to, an act of God, fire, water, defects in the Leasehold Premises, or otherwise. Subject to Section 768.28, Florida Statutes,

Tenant shall indemnify and save Landlord harmless from and against any and all liability and costs arising from injury to persons or property occasioned wholly or in part by any act or omission of Tenant, its employees, invitees and all other persons whom Tenant permits in, on or about the Leasehold Premises, except to the extent that such liability and costs result from the negligence of Landlord, its agents, employees, subcontractors, or invitees. Tenant shall defend any and all actions, suits or proceedings which may be brought against Landlord, or in which the Landlord may be impleaded or joined with others as a result of Tenant's occupancy of the Leasehold Premises, and shall satisfy, pay and discharge any and all such judgments, orders and decrees that may be recovered against Tenant or Landlord, in any such action or proceedings, including any amounts directed to be paid by act of the Legislature pursuant to Section 768.28, Florida Statutes. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed as a waiver of Tenant's or Landlord's right of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Tenant is self-insured, and during the term of this Lease and any extensions thereof, shall provide, through self-insurance, fire and casualty coverage on the model house and the contents of the Leasehold Premises, including all improvements made by Tenant or Landlord. Tenant shall provide, through self-insurance, coverage for personal injury and death, and damage to property occurring on the Leasehold Premises, but only to the extent that liability arising from such injury, death or damage may not be waived by Tenant by virtue of any common law or statutory rights of sovereign immunity available to Tenant.

10. Taxes: The Leasehold Premises are presently exempt from taxation and Tenant shall not make any usage of the Leasehold Premises which would cause the loss or partial loss of such exemption. In the event Tenant's use of the Leasehold Premises is subject to taxation, or the model houses are subject to taxation, Tenant shall be responsible for any such taxes.

11. Termination: Tenant shall have the right to terminate this Lease Agreement at any time upon any of the following events and subject to the following conditions:

- a. Upon sixty (60) days written notice to Landlord that the site will be vacated.
- b. In the event that any government or public body shall take all or such part of the Leasehold Premises thereby making it physically or financially unfeasible for the Leasehold Premises to be used in the manner it was intended to be used by this Lease Agreement.

Notwithstanding any other provision in this Lease Agreement to the contrary, Landlord shall have the right to terminate this Lease Agreement, without cause, upon one year's written notice.

Upon termination, neither party will owe any further obligation under the terms of this Lease Agreement except for Tenant's responsibility of removing the Center, including the structure placed upon the Leasehold Premises, and restoring the Leasehold Premises, as near as practicable, to its original preconstruction condition.

12. Waiver of Default: No waiver of any breach of any of the terms, covenants and conditions hereby shall be taken or construed to be the waiver of any other or succeeding breach of the same or any other term, covenant or condition hereof.

13. Tests: Tenant is hereby given the right to survey, soil test, and to conduct any other investigations needed to determine if the surface and location of the Leasehold Premises is suitable for

relocation or construction of the model house.

14. Other Conditions:

a. Landlord acknowledges that following the execution of this Lease Agreement, Tenant will be contacting the appropriate governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals (“Local Permits”) necessary for the relocation or construction, operation and maintenance of the two model houses for the Center on the Leasehold Premises. Landlord agrees to fully cooperate with Tenant in obtaining Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with Local Permits. Tenant shall bear the sole responsibility for any costs associated with obtaining Local Permits.

b. Whenever under the Lease Agreement the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

c. Landlord covenants that Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leasehold Premises during the term of this Lease Agreement or as it may be extended without hindrance, ejection or molestation by Landlord, any persons claiming under Landlord or any other tenant of Landlord.

d. Tenant shall be allowed to install and maintain a sign on the Landlord’s property at the Beneva Road entrance. The size, wording, and location of the sign shall be consistent with other street-front signage associated with the new Sarasota County Technical Center.

15. Assignment and Subletting: This Lease Agreement may not be assigned in whole or in part and no portion of the Leasehold Premises shall be sublet without the prior written consent of Landlord and any attempted assignment of this Lease Agreement or subletting of any of the Leasehold Premises without such written consent shall be void. Notwithstanding the foregoing, the Tenant may sublet the Leasehold Premises to the Florida House Institute or another similar, appropriate community based organization acceptable to the Landlord. Any sublease entered into by Tenant must contain a provision by which the sublessee agrees to be subject to all the Tenant’s obligations herein. Additionally, any sublease shall not relieve the Tenant of any of the obligations under this Lease Agreement.

16. Access by Landlord: At any time during the term hereof, Landlord shall have the right but not the obligation to provide additional maintenance to the Leasehold Premises and shall have reasonable access to the Leasehold Premises for such purpose. In addition, Landlord reserves the right for construction access to use the shelled entrance adjacent to Tenant’s site during Landlord’s construction on SCTI campus.

17. Identity of Interest: The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed to have the effect of creating, between Landlord and Tenant, the relationship or principal and agent or of a partnership or of a joint venture, and the relationship between the parties hereto shall always be and remain that of Landlord and Tenant.

18. Entire Agreement and Binding Effect: This Lease Agreement and any attached exhibits

signed or initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or prior, contemporaneous, or subsequent oral promises or representations shall be binding. This Lease Agreement shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limits nor amplifies the provisions of this Lease Agreement.

The provisions of this Lease Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties, but this provision shall in no way alter the restriction herein in connection with assignments and subletting by Tenant.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their respective undersigned officials as of the date first above written.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

COUNTY OF SARASOTA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Frank Kovach, Chair

BY: _____
Chair

(Print Name of Chair)

By: _____

Deputy Clerk
KAREN E. RUSHING, Clerk of the
Circuit Court and ex-Officio
Clerk of the Board of County
Commissioners of
Sarasota County, Florida

Approved as to form
and execution by:

County Attorney